

Jan 8  
50



Department of  
Design and  
Construction

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

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE (718) 391-1000  
WEBSITE [www1.nyc.gov/site/ddc/index.page](http://www1.nyc.gov/site/ddc/index.page)

**VOLUME 1 OF 3  
BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID: HWK1669A**

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY

AKRF Engineering, P.C

**MAY 8, 2018**

NYS DOT PIN X773.11  
Fed. Aid Project No. \_\_\_\_\_



2  
V R CRUZ CORP

8-114

May 19, 2021

CERTIFIED MAIL - RETURN RECEIPT REQUEST

JRCRUZ CORP.  
675 LINE RD  
ABERDEEN, NJ 07747

RE: FMS ID: HWK1669A  
E-PIN: 85018B0119001  
DDC PIN: 8502018HW0068C  
4TH AVENUE SAFETY IMPROVEMENTS  
PHASE A - 8TH STREET TO 64TH  
STREET-BOROUGH OF BROOKLYN  
**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$43,750,000.00 submitted at the bid opening on January 08, 2019. 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 two copies of the Agreement. Attached are the Signature Agreement pages which must be completed and returned to the agency. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit two 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.

**As of August 16, 2019, please be advised that Contract Site Safety Plans for DDC projects must be submitted through DDC's online Site Safety Plan (SSP) application (available via our Agency Portal – DDC Anywhere).**

To create an account and begin your Site Safety Pan submission using SSP, click on the link below:

**DDC Portal** <https://ddcanywhere.nyc/Registration/Registration>

For questions regarding this web-based application, please contact DDC via email at: [ddcservicedesk@ddc.nyc.gov](mailto:ddcservicedesk@ddc.nyc.gov).

Sincerely,

A handwritten signature in black ink that reads "Lorraine Holley".

Lorraine Holley  
Deputy ACCO

# Notices to Bidders

## Pre-Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB\_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in ATTACHMENT 1 - BID INFORMATION, page A-1 and SCHEDULE B, page 13, VOLUME 1 OF 3 of this BID BOOKLET.

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

## Apprenticeship Program

*If Apprenticeship Program is required as noted on Page 19 of this BID BOOKLET, the following notice applies:*

Please be advised that, pursuant to the authority granted to the City under Labor Law §816-b, the New York City Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two 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 program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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 subcontractor not being approved.

Please be further advised that, pursuant to Labor Law §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.

# Notices to Bidders

## PASSPort Disclosure Filing

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the **Procurement and Sourcing Solutions Portal (PASSPort)**, a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information using PASSPort. **Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings.**

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

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

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

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

# Notices to Bidders

## NYC Construction Loan Pilot Program

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

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

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

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

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# **FHWA FUNDED PROJECT**

## **NOTICE TO BIDDERS**

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**AS INDICATED ON THE SPECIAL NOTICE TO BIDDERS (BID BOOKLET PAGE 2), BIDS MUST BE SUBMITTED WITH:**

- DEBARMENT HISTORY CERTIFICATION**
- DBE SCHEDULE OF UTILIZATION**

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A template for the DBE Schedule of Utilization is provided on the next page.

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**CITY OF NEW YORK**

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

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWK1669A**

**SAFETY IMPROVEMENTS PHASE A**

**4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET**

INCLUDING STREET LIGHTING AND TRAFFIC WORK

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

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

BID BOOKLET

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

**SPECIAL NOTICE TO BIDDERS – FEDERALLY FUNDED CONTRACTS (Revised 04-2016)**

**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. Debarment History Certification (See Page TF-J1 in the TF-Pages)
4. Disclosure of Lobbying Activities (See Page TF-J3 in the TF-Pages)
5. DBE Utilization Schedule (See Page TF-D6 in the TF-Pages)

**FAILURE TO SUBMIT ITEMS (1) THROUGH (5)  
WILL RESULT IN THE DISQUALIFICATION OF THE BID.**

6. Safety Questionnaire
7. Construction Employment Report (if bid is \$1,000,000 or more)
8. Contract Certificate (if bid is less than \$1,000,000)
9. Confirmation of Vendex Compliance
10. Bidder's Certification of Compliance with Iran Divestment Act
11. Special Experience Requirements (if applicable)
12. Apprenticeship Program Questionnaire (if applicable)
13. Disclosure of Lobbying Activities (if applicable) (See Page TF-J9 in the TF-Pages)
14. Any addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT ITEMS (5) THROUGH (14)  
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, except forms for items (3), (4), (5), and (13) which are in the TF-Pages as noted above.
- (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) **PASSPort Compliance:** The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on NTB-2 at the beginning of this Bid Booklet.
- (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 03/2014)**

**(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 three (3) 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 Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) 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 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.

- **OTHER:** The entity that will perform the condition survey of existing concrete must have a minimum of five years of experience in this type of work under similar conditions



(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 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 at least six (6) months, or 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: JRCRUZ Corp.

Name of Project: HWQ231C

Location of Project: Queens

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

Name: M. Sadiq

Title: EIC Phone Number: 718/391-2318

Brief description of the Project completed or the Project in progress: Reconstruction of Main Street with widened sidewalks in downtown Flushing, construction of combined sewers, installation of water mains, sidewalk and final restoration

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

Amount of Contract, Subcontract or Sub-subcontract: \$7,800,915.00

Start Date and Completion Date: May 2016 - January 2018

\*\*\*\*\*

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: HWK1669A**

**PIN: 8502018HW0068C**

Description and Location of Work:

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC 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 JANUARY 8,2019

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 JANUARY 8,2019

Pre-Bid Conference:

Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, Mandatory \_\_\_\_\_ Optional: \_\_\_\_\_  
Time and Date: \_\_\_\_\_  
Location: \_\_\_\_\_

Bid Security:

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

- (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 5% 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  
Email: CSB\_projectinquiries@ddc.nyc.gov



For questions about site accessibility, please contact our disability services facilitator at (718) 391-2815 or via email at [accessibility@ddc.nyc.gov](mailto:accessibility@ddc.nyc.gov).

| <b>LIST OF CONTRACT DRAWINGS</b> |                    |  |
|----------------------------------|--------------------|--|
| <b>SHEET NO.</b>                 | <b>DRAWING NO.</b> | <b>DRAWING DESCRIPTION</b>                                 |
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| 2                                | L1                 | TABLE OF CONTENTS & KEY PLAN                               |
| 3                                | L2                 | LEGEND AND ABBREVIATIONS                                   |
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| 8-11                             | SC1-SC4            | SURVEY CONTROL   |
| 12                               | D1                 | TYPICAL SECTIONS   |
| 13-14                            | D2 - D3            | SPECIAL DETAILS 1 -2                                       |
| 15                               | D4                 | TROLLEY TRACK REMOVAL PLAN                                 |
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| 47-49                            | SD32-SD34          | STRUCTURAL LONGITUDINAL VAULT SECTIONS                     |
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| 57                               | SD42               | STRUCTURAL DETAILS - MISCELLANEOUS DETAILS                 |
| 58                               | SD43               | STRUCTURAL DETAILS - CONCRETE WALL REPAIR                  |
| 59-61                            | SD44-SD46          | STRUCTURAL DETAILS - DRIP PANS                             |
| 62-64                            | SD47-SD49          | STRUCTURAL DETAILS - GRATING                               |
| 65-66                            | SD50-SD51          | STRUCTURAL DETAILS - PROTECTIVE SHIELDING                  |
| 67-85                            | C1-C19             | HIGHWAY CONSTRUCTION PLANS                                 |
| 86-123                           | P1-P38             | HIGHWAY CONSTRUCTION PROFILES                              |
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| 166-184                          | SS1-SS19           | PAVEMENT MARKING PLANS                                     |
| 185-213                          | TS1-TS29           | TRAFFIC SIGNAL PLANS                                       |
| 214-232                          | SL1-SL19           | STREET LIGHTING PLANS                                      |
| 233-236                          | F1-F4              | FDNY COMMUNICATION PLANS                                   |
| 237-239                          | TM1-TM3            | TREE IMPACT MITIGATION PLANS                               |
| 240                              | LA01               | LANDSCAPE GENERAL NOTES                                    |
| 241-259                          | LA02-LA20          | LANDSCAPE PLANTING PLANS                                   |
| 260                              | LA21               | LANDSCAPE PLANTING SCHEDULE                                |
| 261-262                          | LA22-LA23          | LANDSCAPE PLANTING DETAILS                                 |
| 263-264                          | LA24-LA25          | LANDSCAPE BARRIER SECTIONS                                 |
| 265                              | LA26               | LANDSCAPE BARRIER DETAILS                                  |
| 266                              | MPT1               | MAINTENANCE AND PROTECTION OF TRAFFIC GENERAL NOTES        |
| 267                              | MPT2               | MAINTENANCE AND PROTECTION OF TRAFFIC SIGN TEXT DATA SHEET |
| 268                              | MPT3               | MAINTENANCE AND PROTECTION OF TRAFFIC PLAN                 |
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|                                  |                    | JOINT BID DRAWINGS   |

## LIST OF STANDARD DRAWINGS

| DRAWING NO. | REVISED DATE | DESCRIPTION   | DIVISION |
|-------------|--------------|---|----------|
| H-1003A     | 7/1/2010     | PEDESTRIAN CROSSWALKS-MALL TYPE-A   | HIGHWAYS |
| H-1003B     | 7/1/2010     | PEDESTRIAN CROSSWALKS-MALL TYPE-B   | HIGHWAYS |
| H-1004      | 7/1/2010     | TYPICAL TEMPORARY PEDESTRIAN PASSAGEWAY IN ROADWAY AREA DURING CONSTRUCTION                 | HIGHWAYS |
| H-1005      | 7/1/2010     | BUS STOP IN NEW ROADWAYS  | HIGHWAYS |
| H-1010      | 7/1/2010     | STEEL FACED CURB/ STEEL FACING TYPE D   | HIGHWAYS |
| H-1011      | 7/1/2010     | SIDEWALK PEDESTRIAN RAMPS   | HIGHWAYS |
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| H-1013      | 7/1/2010     | ILLUMINATED TIMBER BARRICADE  | HIGHWAYS |
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| H-1034      | 7/1/2010     | TYPICAL CONSTRUCTION JOINTS FOR CONCRETE BASE FOR PAVEMENT                                  | HIGHWAYS |
| H-1040      | 7/1/2010     | TRANSVERSE CONSTRUCTION JOINTS FOR CONCRETE BASE  | HIGHWAYS |
| H-1042A     | 7/1/2010     | STANDARD TRENCH OR HOLE RESTORATION FOR STREETS PROTECTED BY NYC ADMINISTRATION CODE 19-144 | HIGHWAYS |
| H-1045      | 7/1/2010     | CONCRETE SIDEWALK   | HIGHWAYS |
| H-1046      | 7/1/2010     | STREET TREE PLANTING DETAIL TYPE 1  | HIGHWAYS |
| H-1046A     | 7/1/2010     | PROTECTIVE TREE BARRIER   | HIGHWAYS |
| H-1049      | 7/1/2010     | PLASTIC BARREL  | HIGHWAYS |
| H-1053      | 7/1/2010     | DETAILS FOR CONSTRUCTING AREAS OF ADJUSTMENT AND TRANSITION SECTIONS                        | HIGHWAYS |
| H-1054      | 7/1/2010     | LIMITS OF MEASUREMENT FOR PAYMENT OF TEMPORARY ASPHALT PAVEMENT                             | HIGHWAYS |
| H-1057      | 7/1/2010     | TEMPORARY STORAGE AREA  | HIGHWAYS |
| MS-1000     | 7/1/2010     | NEW YORK CITY COMPARISON OF DATUM PLANES  | HIGHWAYS |
| MS-1005     | 7/1/2010     | ADJUSTMENT AT CATCH BASINS  | HIGHWAYS |
| TAR-1       | 12/1/2015    | ARROWS & SYMBOLS  | TRAFFIC  |
| TBI-1       | 12/1/2015    | BIKE LANES THROUGH INTERSECTIONS  | TRAFFIC  |
| TBL-1       | 5/27/2016    | BIKE LANES & BUFFERED BIKE LANES  | TRAFFIC  |
| TBL-2       | 12/1/2015    | BIKE ROUTES   | TRAFFIC  |
| TCW-1       | 12/1/2015    | CROSSWALKS & STOP BARS  | TRAFFIC  |
| TEL-1       | 12/1/2015    | EDGE LINES FOR PARKWAYS & HIGHWAYS  | TRAFFIC  |
| TRF-2       | 3/15/2016    | TYPICAL PLANTED PEDESTRIAN ISLAND   | TRAFFIC  |
| TSB-1       | 12/1/2015    | SPEED BUMP MARKINGS   | TRAFFIC  |
| TSC-1       | 12/1/2015    | STRIPING & CROSS HATCHING   | TRAFFIC  |
| TWM-1       | 12/1/2015    | WORD MESSAGES   | TRAFFIC  |
| SD-168      | 11/21/2014   | INSTALLATION OF FIRE ALARM PEDESTAL BUMPERS   | FDNY     |
| SD-141      | 2/23/2017    | MANHOLE CONSTRUCTION POST SETTING & SUBSIDIARY CONNECTIONS                                  | FDNY     |

# BID SCHEDULE

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

**NOTES:**

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

| Item Number Format  | Applicable Specifications  |
|---|--|
| 4.XXX<br>6.XXX<br>7.XXX<br>8.XXX<br><i>(Except 8.01 XXX; see below)</i><br>9.XXX  | NYC Department of Transportation ("DOT") Standard Highway Specifications, as amended in the R-Pages, located in Volume 3 of 3 herein;<br><br><p style="text-align: center;"><b>AND</b></p> NYC DOT Standard Details of Construction;<br><br><p style="text-align: center;"><b>OR,</b></p> <i>if the item is not contained within the Standard Specifications</i> , then see the applicable New Sections in the I-Pages, located in Volume 3 of 3 herein.   |
| 1.XXX<br>50.XXX through 55.XXX<br>60.XXX through 66.XXX<br>70.XXX through 79.XXX<br><i>(Except 79.11XXX; see below)</i><br>DSS XXX<br>DSW XXX | NYC Department of Environmental Protection ("DEP") Standard Sewer and Water Main Specifications, as amended in the R-Pages and SW-Pages, located in Volume 3 of 3 herein;<br><br><p style="text-align: center;"><b>AND</b></p> NYC DOT Specifications for Trunk Main Work;<br><br><p style="text-align: center;"><b>AND</b></p> NYC DOT Sewer Design Standards;<br><br><p style="text-align: center;"><b>AND</b></p> NYC DOT Water Main Standard Drawings;<br><br><p style="text-align: center;"><b>OR,</b></p> <i>if the item is not contained within the Standard Specifications</i> , then see the Amendments to the Standard Sewer and Water Main Specifications in the SW-Pages, located in Volume 3 of 3 herein. |
| GI-XXX<br>PM-XXX<br>ROW XXX   | New Sections in the I-Pages, located in Volume 3 of 3 herein<br><br><p style="text-align: center;"><b>AND</b></p> NYC DEP Standards for Green Infrastructure.  |
| UTL-XXX   | Gas Cost Sharing Standard Specifications in the EP7-Pages, located in Volume 3 of 3 herein.  |

## BID SCHEDULE

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

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

Contract PIN 8502018HW0068C  
Project ID HWK1669A

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.  
  
PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
  - (3) 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.
  - (4) 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-58



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BID PAGES



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

Contract PIN

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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS                       | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.02 AB-R<br>(001)                      | 13.0<br>S.Y.                                      | ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK | \$ 80                                 | --- | \$ 1040                                    | --- |
| 4.02 AG<br>(002)                        | 5,500.0<br>S.Y.                                   | ASPHALTIC CONCRETE WEARING COURSE, 3" THICK     | \$ 30                                 | --- | \$ 165,000                                 | --- |
| 4.02 CA<br>(003)                        | 3.0<br>TONS                                       | BINDER MIXTURE                                  | \$ 200                                | --- | \$ 600                                     | --- |
| 4.02 CB<br>(004)                        | 400.0<br>TONS                                     | ASPHALTIC CONCRETE MIXTURE                      | \$ 150                                | --- | \$ 60,000                                  | --- |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS  | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.04 H<br>(005)                         | 3.0<br>C.Y.                                       | CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH) | \$ 500                                | —   | \$ 1,500                                   | —   |
| 4.04 HD<br>(006)                        | 686.0<br>C.Y.                                     | CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)                                   | \$ 350                                | —   | \$ 240,100                                 | —   |
| 4.06<br>(007)                           | 4,046.0<br>C.Y.                                   | CONCRETE IN STRUCTURES, CLASS A-40   | \$ 2,350                              | —   | \$ 9,508,100                               | —   |
| 4.06 CS<br>(008)                        | 1.0<br>L.S.                                       | EXISTING STRUCTURE - CONDITION SURVEY  | \$ 400,000                            | —   | \$ 400,000                                 | —   |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS                     | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.06 SCR<br>(009)                       | 341.0<br>L.F.                                     | STRUCTURAL CRACK REPAIR                       | \$ 250                                | —   | \$ 85,250                                  | —   |
| 4.06 SR<br>(010)                        | 7,650.0<br>S.F.                                   | CONCRETE RESTORATION - SPALL REPAIR           | \$ 100                                | —   | \$ 765,000                                 | —   |
| 4.09 AE<br>(011)                        | 3,380.0<br>L.F.                                   | STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP) | \$ 100                                | —   | \$ 338,000                                 | —   |
| 4.09 CE<br>(012)                        | 1,220.0<br>L.F.                                   | CORNER STEEL FACED CONCRETE CURB (21" DEEP)   | \$ 200                                | —   | \$ 244,000                                 | —   |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS                   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.11 CA<br>(013)                        | 7,724.0<br>C.Y.                                   | FILL, PLACE MEASUREMENT                     | \$ 25                                 | —   | \$ 193,100                                 | —   |
| 4.13 AAS<br>(014)                       | 8,591.0<br>S.F.                                   | 4" CONCRETE SIDEWALK (UNPIGMENTED)          | \$ 20                                 | —   | \$ 171,820                                 | —   |
| 4.13 BAS<br>(015)                       | 11,410.0<br>S.F.                                  | 7" CONCRETE SIDEWALK (UNPIGMENTED)          | \$ 30                                 | —   | \$ 342,300                                 | —   |
| 4.13 DE<br>(016)                        | 3,476.0<br>S.F.                                   | EMBEDDED PREFORMED DETECTABLE WARNING UNITS | \$ 50                                 | —   | \$ 173,800                                 | —   |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.14 E<br>(017)                         | 572,037.0<br>LBS.                                 | EPOXY COATED STEEL REINFORCEMENT BARS          | \$ 2                                  |     | \$ 1,144,674                               |     |
| 4.15<br>(018)                           | 305.0<br>C.Y.                                     | TOPSOIL  | \$ 70                                 |     | \$ 21,350                                  |     |
| 4.16 AA<br>(019)                        | 6.0<br>EACH                                       | TREES REMOVED (4" TO UNDER 12" CALIPER)        | \$ 450                                |     | \$ 2,700                                   |     |
| 4.16 CA<br>(020)                        | 52.0<br>EACH                                      | TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES | \$ 1,250                              |     | \$ 65,000                                  |     |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS                         | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.17 D5G<br>(021)                       | 1,379.0<br>EACH                                   | SHRUBS PLANTED, DECIDUOUS, 5 GALLON, ALL<br>TYPES | 170<br>\$                             | —   | 234,430<br>\$                              | —   |
| 4.17 EG5G<br>(022)                      | 1,938.0<br>EACH                                   | SHRUBS PLANTED, EVERGREEN, 5 GALLON, ALL<br>TYPES | 170<br>\$                             | —   | 329,460<br>\$                              | —   |
| 4.17 FB<br>(023)                        | 1,020.0<br>EACH                                   | FLOWERING BULB, PLANTED, ALL TYPES                | 3.<br>\$                              | 50  | 3,570<br>\$                                | —   |
| 4.17 PIQT<br>(024)                      | 29,857.0<br>EACH                                  | PERENNIALS 1 QT                                   | 20<br>\$                              | —   | 597,140<br>\$                              | —   |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS  | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 4.17 PG1G<br>(025)                      | 920.0<br>EACH                                     | PERENNIALS OR GROUNDCOVERS, PLANTED, 1<br>GALLON, ALL TYPES  | \$ 30                                 |     | \$ 27,600                                  |     |
| 4.21<br>(026)                           | 100.0<br>P/HR                                     | TREE CONSULTANT  | \$ 60                                 |     | \$ 6,000                                   |     |
| 6.02 AAN<br>(027)                       | 8,022.0<br>C.Y.                                   | UNCLASSIFIED EXCAVATION  | \$ 60                                 |     | \$ 481,320                                 |     |
| 6.02 XHEC<br>(028)                      | 6,256.0<br>C.Y.                                   | INCREMENTAL COST FOR MODIFYING WORK METHODS<br>NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES<br>AND BUILDING VAULTS | \$ 50                                 |     | \$ 312,800                                 |     |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.02 XSCW<br>(029)                      | 6,760.0<br>C.Y.                                   | INCREMENTAL COST FOR USING SPECIAL CARE<br>WORK METHODS NEAR (FROM 3 FEET TO 50 FEET)<br>TRANSIT FACILITIES | \$ 25                                 |     | \$ 169,000                                 |     |
| 6.04 DG<br>(030)                        | 407.0<br>S.Y.                                     | DECORATIVE GRAVEL   | \$ 100                                |     | \$ 40,700                                  |     |
| 6.23 AB<br>(031)                        | 1.0<br>EACH                                       | REMOVE EXISTING FIRE ALARM POST   | \$ 600                                |     | \$ 600                                     |     |
| 6.23 BA<br>(032)                        | 1.0<br>EACH                                       | FURNISH AND INSTALL FIRE ALARM POST AND<br>SUBBASE IN ACCORDANCE WITH F.D. STD. DWG.<br>#141                | \$ 2,000                              |     | \$ 2,000                                   |     |





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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.23 BD<br>(033)                        | 150.0<br>L.F.                                     | FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE   | \$ 10                                 |     | \$ 1,500                                   |     |
| 6.23 BFB<br>(034)                       | 1.0<br>EACH                                       | FURNISH AND INSTALL FIRE DEPARTMENT 24 WIRE<br>TERMINAL BOX AND TERMINATE FIRE ALARM<br>CABLES  | \$ 2,550                              |     | \$ 2,550                                   |     |
| 6.23 BGSE<br>(035)                      | 50.0<br>L.F.                                      | FURNISH AND INSTALL 4" P.V.C. CONDUIT,<br>SCHEDULE 40, U.L. 651 (WITH PAVEMENT<br>EXCAVATION)   | \$ 130                                |     | \$ 6,500                                   |     |
| 6.23 BHE<br>(036)                       | 1.0<br>EACH                                       | FURNISH AND INSTALL 4" 90-DEGREE P.V.C.<br>WIDE BEND, SCHEDULE 40, U.L. 651 (WITH<br>PAVEMENT EXCAVATION) IN ACCORDANCE WITH<br>F.D. STD. DWG. #141 OR #145AA | \$ 390                                |     | \$ 390                                     |     |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.23 BP<br>(037)                        | 1.0<br>SETS                                       | FURNISH AND INSTALL FIRE ALARM PEDESTAL<br>BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE<br>WITH F.D. STD. DWG. #168 | \$ 2,500                              | --- | \$ 2,500                                   | --- |
| 6.25 RS<br>(038)                        | 8,085.0<br>S.F.                                   | TEMPORARY SIGNS   | \$ 2                                  | --- | \$ 16,170                                  | --- |
| 6.26<br>(039)                           | 31,350.0<br>L.F.                                  | TIMBER CURB   | \$ 10                                 | --- | \$ 313,500                                 | --- |
| 6.27 A<br>(040)                         | 1,565.0<br>C.Y.                                   | DEMOLITION OF STRUCTURES  | \$ 1,000                              | --- | \$ 1,565,000                               | --- |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.28 AA<br>(041)                        | 2,640.0<br>L.F.                                   | LIGHTED TIMBER BARRICADES                         | \$ 2                                  | --- | \$ 5,280                                   | --- |
| 6.31 DP<br>(042)                        | 230.0<br>C.Y.                                     | PRECAST CONCRETE DRIP PAN                         | \$ 4,000                              | --- | \$ 920,000                                 | --- |
| 6.33 B<br>(043)                         | 79.0<br>EACH                                      | STEEL FACED MALL NOSING, 3' TO UNDER 6'<br>RADIUS | \$ 5,000                              | --- | \$ 395,000                                 | --- |
| 6.40 D<br>(044)                         | 36.0<br>MONTH                                     | ENGINEER'S FIELD OFFICE (TYPE D)                  | \$ 6,500                              | --- | \$ 694,000                                 | --- |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS                                  | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.43 D<br>(045)                         | 7,350.0<br>SETS                                   | DIGITAL PHOTOGRAPHS  | 20                                    |     | \$ 147,000                                 |     |
| 6.44<br>(046)                           | 15,400.0<br>L.F.                                  | THERMOPLASTIC REFLECTORIZED PAVEMENT<br>MARKINGS (4" WIDE) | 1                                     |     | \$ 15,400                                  |     |
| 6.49<br>(047)                           | 30,030.0<br>L.F.                                  | TEMPORARY PAVEMENT MARKINGS (4" WIDE)                      | 0                                     | 50  | \$ 15,015                                  |     |
| 6.50<br>(048)                           | 107.0<br>EACH                                     | CLEANING OF DRAINAGE STRUCTURES                            | 500                                   |     | \$ 53,500                                  |     |



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0068C  
Project ID HWK1669A

| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.52<br>(049)                           | 1.0<br>F.S.                                       | UNIFORMED FLAGPERSON<br><br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 200,000.00 | \$ 200,000.00                         |     | \$ 200,000.00                              |     |
| 6.53<br>(050)                           | 62,150.0<br>L.F.                                  | REMOVE EXISTING LANE MARKINGS (4" WIDE)   | \$ 0                                  | 50  | \$ 31,075                                  |     |
| 6.55<br>(051)                           | 24,775.0<br>L.F.                                  | SAWCUTTING EXISTING PAVEMENT  | \$ 3                                  |     | \$ 74,325                                  |     |
| 6.67<br>(052)                           | 2,239.0<br>C.Y.                                   | SUBBASE COURSE, SELECT GRANULAR MATERIAL  | \$ 40                                 |     | \$ 89,560                                  |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.68<br>(053)                           | 2,432.0<br>S.Y.                                   | PLASTIC FILTER FABRIC                                  | \$ 2                                  | —   | \$ 4,864                                   | —   |
| 6.74 B<br>(054)                         | 7,065.0<br>L.F.                                   | STEEL EDGING STRIP                                     | \$ 20                                 | —   | \$ 141,300                                 | —   |
| 6.75<br>(055)                           | 457.0<br>C.Y.                                     | GRINDING EXISTING ASPHALTIC CONCRETE<br>WEARING COURSE | \$ 100                                | —   | \$ 45,700                                  | —   |
| 6.82 A<br>(056)                         | 517.0<br>S.F.                                     | REMOVING EXISTING TRAFFIC AND STREET NAME<br>SIGNS     | \$ 10                                 | —   | \$ 5,170                                   | —   |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.82 B<br>(057)                         | 172.0<br>L.F.                                     | REMOVING EXISTING TRAFFIC AND STREET NAME<br>SIGN POSTS | \$ 12                                 | --- | \$ 2,664                                   | --- |
| 6.83 AA<br>(058)                        | 2.0<br>S.F.                                       | FURNISHING NEW NON-REFLECTORIZED TRAFFIC<br>SIGNS       | \$ 35                                 | --- | \$ 70                                      | --- |
| 6.83 AB<br>(059)                        | 202.0<br>L.F.                                     | FURNISHING NEW TRAFFIC SIGN POSTS                       | \$ 16                                 | --- | \$ 3,232                                   | --- |
| 6.83 AR<br>(060)                        | 517.0<br>S.F.                                     | FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS              | \$ 40                                 | --- | \$ 20,680                                  | --- |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.83 BA<br>(061)                        | 519.0<br>S.F.                                     | INSTALLING TRAFFIC SIGNS  | \$ 12                                 | —   | \$ 6,228                                   | —   |
| 6.83 BB<br>(062)                        | 202.0<br>L.F.                                     | INSTALLING TRAFFIC SIGN POSTS   | \$ 15                                 | —   | \$ 3,030                                   | —   |
| 6.85 A<br>(063)                         | 1.0<br>F.S.                                       | TRAFFIC ENFORCEMENT AGENTS<br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 1,894,116.00 | \$ 1,894,116.00                       | —   | \$ 1,894,116.00                            | —   |
| 6.86 AA<br>(064)                        | 8.0<br>S.F.                                       | FURNISHING NEW STREET NAME SIGNS  | \$ 35                                 | —   | \$ 280                                     | —   |





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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.86 BA<br>(065)                        | 8.0<br>S.F.                                       | INSTALLING STREET NAME SIGNS            | \$ 12                                 |     | \$ 96                                      |     |
| 6.87<br>(066)                           | 3,500.0<br>EACH                                   | PLASTIC BARRELS                         | \$ 2                                  |     | \$ 7,000                                   |     |
| 6.91<br>(067)                           | 3,410.0<br>L.F.                                   | REFLECTIVE CRACKING MEMBRANE (18" WIDE) | \$ 3                                  |     | \$ 10,230                                  |     |
| 6.99<br>(068)                           | 1.0<br>L.S.                                       | AUDIO AND VIDEO DOCUMENTATION SURVEY    | \$ 25,000                             |     | \$ 25,000                                  |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 637.9520<br>(069)                       | 1.0<br>F.S.                                       | FIELD INFORMATION MANAGEMENT SYSTEM<br><br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00 | \$ 50,000.00                          |     | \$ 50,000.00                               |     |
| 7.01 AB<br>(070)                        | 23,590.0<br>S.F.                                  | INSTALLING NEW OR RESET EXISTING SIDEWALK<br>SUBWAY FRAMES AND GRATINGS                         | \$ 140                                |     | \$ 3,302,600                               |     |
| 7.01 C<br>(071)                         | 23,590.0<br>S.F.                                  | FURNISH NEW SIDEWALK SUBWAY FRAMES AND<br>GRATINGS  | \$ 15                                 |     | \$ 353,850                                 |     |
| 7.07 MB2<br>(072)                       | 41.0<br>EACH                                      | MARTELLO BOLLARD, VERSION 2.0   | \$ 10,000                             |     | \$ 410,000                                 |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 7.13 B<br>(073)                         | 30.0<br>MONTH                                     | MAINTENANCE OF SITE<br><br>Unit price bid shall not be less than: \$ 10,600.00 | \$ 15,000                             |     | \$ 450,000                                 |     |
| 7.16 D<br>(074)                         | 616.0<br>C.Y.                                     | TEST PITS  | \$ 350                                |     | \$ 215,600                                 |     |
| 7.19 AA<br>(075)                        | 36,900.0<br>EACH                                  | POST INSTALLED ADHESIVE ANCHORS  | \$ 25                                 |     | \$ 922,500                                 |     |
| 7.30 A<br>(076)                         | 2,933.0<br>C.Y.                                   | REMOVAL OF TRACK   | \$ 100                                |     | \$ 293,300                                 |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 7.88 AA<br>(077)                        | 1.0<br>L.S.                                       | RODENT INFESTATION SURVEY AND MONITORING<br><br>Unit price bid shall not be less than: \$ 50,000.00 | \$ 50,000                             |     | \$ 50,000                                  |     |
| 7.88 AB<br>(078)                        | 1,120.0<br>EACH                                   | RODENT BAIT STATIONS<br><br>Unit price bid shall not be less than: \$ 60.00                         | \$ 60                                 |     | \$ 67,200                                  |     |
| 7.88 AC<br>(079)                        | 1,120.0<br>EACH                                   | BAITING OF RODENT BAIT STATIONS<br><br>Unit price bid shall not be less than: \$ 9.50               | \$ 9                                  | 50  | \$ 10,640                                  |     |
| 7.88 AD<br>(080)                        | 56.0<br>BLOCK                                     | WATERBUG BAIT APPLICATIONS<br><br>Unit price bid shall not be less than: \$ 65.00                   | \$ 65                                 |     | \$ 3,640                                   |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 7.96 A<br>(081)                         | 84,535.0<br>S.F.                                  | ANTI-GRAFFITI COATING   | \$ 5                                  | --- | \$ 422,167.5                               | --- |
| 8.01 C1<br>(082)                        | 28,000.0<br>TONS                                  | HANDLING, TRANSPORTING AND DISPOSAL OF<br>NON-HAZARDOUS CONTAMINATED SOIL                   | \$ 42                                 | --- | \$ 1,176,000                               | --- |
| 8.01 C2<br>(083)                        | 80.0<br>SETS                                      | SAMPLING AND TESTING OF<br>CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR<br>DISPOSAL PURPOSES | \$ 1,850                              | --- | \$ 148,000                                 | --- |
| 8.01 H<br>(084)                         | 6,300.0<br>TONS                                   | HANDLING, TRANSPORTING AND DISPOSAL OF<br>HAZARDOUS SOIL                                    | \$ 300                                | --- | \$ 1,890,000                               | --- |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 8.01 S<br>(085)                         | 1.0<br>L.S.                                       | HEALTH AND SAFETY   | \$ 12,500                             |     | \$ 12,500                                  |     |
| 8.01 W1<br>(086)                        | 6.0<br>DAY  | REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL<br>OF CONTAMINATED WATER | \$ 1,000                              |     | \$ 6,000                                   |     |
| 8.01 W2<br>(087)                        | 3.0<br>SETS                                       | SAMPLING AND TESTING OF CONTAMINATED WATER                          | \$ 500                                |     | \$ 1,500                                   |     |
| 8.02 A<br>(088)                         | 15.0<br>S.F.                                      | SPECIAL CARE EXCAVATION AND RESTORATION FOR<br>SIDEWALK WORK        | \$ 20                                 |     | \$ 360                                     |     |

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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 8.02 B<br>(089)                         | 5.0<br>L.F.                                       | SPECIAL CARE EXCAVATION AND RESTORATION FOR<br>CURB WORK  | \$ 30                                 |     | \$ 150                                     |     |
| 8.22 EMW<br>(090)                       | 11,120.0<br>S.F.                                  | ELASTOMERIC WTERPROOFING  | \$ 10                                 |     | \$ 111,200                                 |     |
| 9.04 HW<br>(091)                        | 1.0<br>F.S.                                       | ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN<br>CONCRETE<br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00 | \$ 50,000.00                          |     | \$ 50,000.00                               |     |
| 9.07<br>(092)                           | 3,184.0<br>S.Y.                                   | NON-WOVEN GEOTEXTILE (FOR BACKFILL AND<br>UNDERDRAINS)  | \$ 4                                  |     | \$ 12,736                                  |     |



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|---|---|-------------------------------------|---------------------------------------|-----|--|-----|
|   |   |                                     | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 9.07 ARB<br>(093)                       | 401.0<br>S.Y.                                     | NON-WOVEN GEOTEXTILE - ROOT BARRIER | \$ 4                                  | —   | \$ 1,604                                   | —   |
| 9.07 AWB<br>(094)                       | 407.0<br>S.Y.                                     | NON-WOVEN GEOTEXTILE - WEED BARRIER | \$ 4                                  | —   | \$ 1,628                                   | —   |
| 9.90 TS<br>(095)                        | 3,500.0<br>L.F.                                   | TEMPORARY SHIELDING                 | \$ 750                                | —   | \$ 2,625,000                               | —   |
| 9.99 M<br>(096)                         | 60.0<br>MONTH                                     | FLASHING ARROW BOARD                | \$ 2,000                              | —   | \$ 120,000                                 | —   |





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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 300 (CE)<br>(097)                    | 15.0<br>C.Y.                                      | SPECIAL CARE EXCAVATION AND BACKFILLING<br><br>Unit price bid shall not be less than: \$ 216.00                          | \$ 216                                |     | \$ 3,240                                   |     |
| JB 300 (NG)<br>(098)                    | 100.0<br>C.Y.                                     | SPECIAL CARE EXCAVATION AND BACKFILLING<br><br>Unit price bid shall not be less than: \$ 142.89                          | \$ 143                                |     | \$ 14,300                                  |     |
| JB 300 (VERZ)<br>(099)                  | 21.0<br>C.Y.                                      | SPECIAL CARE EXCAVATION AND BACKFILLING<br><br>Unit price bid shall not be less than: \$ 167.00                          | \$ 167                                |     | \$ 3,507                                   |     |
| JB 301 (CE)<br>(100)                    | 2,618.0<br>C.Y.                                   | SPECIAL CARE EXCAVATION AND BACKFILLING FOR<br>OIL-O-STATIC PIPE<br><br>Unit price bid shall not be less than: \$ 266.00 | \$ 266                                |     | \$ 696,388                                 |     |



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|---|---|---|---------------------------------------|-----|--|
|   |   |   | DOLLARS                               | CTS |  |
| JB 302 (CE)<br>(101)                    | 1,432.0<br>L.F.                                   | FIELD COATING OF OIL-O-STATIC FEEDER PIPES<br><br>Unit price bid shall not be less than: \$ 20.00   | \$ 20                                 |     | \$ 28,640                                  |
| JB 303 (CE)<br>(102)                    | 2,044.0<br>C.Y.                                   | FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL<br><br>Unit price bid shall not be less than: \$ 36.00  | \$ 40                                 |     | \$ 81,760                                  |
| JB 330E.2 (CE)<br>(103)                 | 933.0<br>L.F.                                     | SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .2)<br><br>Unit price bid shall not be less than: \$ 28.00                  | \$ 50                                 |     | \$ 46,650                                  |
| JB 330T1 (VERZ)<br>(104)                | 165.0<br>L.F.                                     | SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR IN CLOSE PROXIMITY TO TRENCH LIMITS<br><br>Unit price bid shall not be less than: \$ 115.00 | \$ 115                                |     | \$ 18,975                                  |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 400 (CE)<br>(105)                    | 592.0<br>C.Y.                                     | TEST PITS FOR UTILITY FACILITIES<br><br>Unit price bid shall not be less than: \$ 184.00                       | \$ 200                                | --- | \$ 118,400                                 | --- |
| JB 400 (VERZ)<br>(106)                  | 20.0<br>C.Y.                                      | TEST PITS FOR UTILITY FACILITIES<br><br>Unit price bid shall not be less than: \$ 218.00                       | \$ 218                                | --- | \$ 4,360                                   | --- |
| JB 401 (CE)<br>(107)                    | 14.0<br>C.Y.                                      | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES<br><br>Unit price bid shall not be less than: \$ 221.00 | \$ 221                                | --- | \$ 3,094                                   | --- |
| JB 401 (VERZ)<br>(108)                  | 44.0<br>C.Y.                                      | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES<br><br>Unit price bid shall not be less than: \$ 228.00 | \$ 228                                | --- | \$ 10,032                                  | --- |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 401AT (VERZ)<br>(109)                | 10.0<br>C.Y.                                      | SPECIAL CARE PAVEMENT EXCAVATION FOR<br>ADJUSTMENT OF TELECOMMUNICATION FACILITIES<br>CONNECTED TO OR NEAR THE BASE PAVEMENT<br><br>Unit price bid shall not be less than: \$ 76.00 | \$ 100                                |     | \$ 1,000                                   |     |
| JB 402.1 (CE)<br>(110)                  | 80.0<br>L.F.                                      | EXISTING CONCRETE ENCASED CONDUITS PLACED<br>IN FINAL POSITION WITHOUT CONCRETE<br>ENCASEMENT<br><br>Unit price bid shall not be less than: \$ 66.00                                | \$ 66                                 |     | \$ 5,280                                   |     |
| JB 402T.2 (VERZ)<br>(111)               | 100.0<br>L.F.                                     | EXISTING NON-CONCRETE ENCASED<br>TELECOMMUNICATION CONDUITS PLACED IN FINAL<br>POSITION WITHOUT CONCRETE ENCASEMENT<br><br>Unit price bid shall not be less than: \$ 34.00          | \$ 65                                 |     | \$ 6,500                                   |     |
| JB 402T.2A (VERZ)<br>(112)              | 280.0<br>L.F.                                     | EXISTING OCCUPIED NON-CONCRETE ENCASED<br>TELECOMMUNICATION CONDUITS PLACED IN FINAL<br>POSITION WITH CONCRETE ENCASEMENT<br><br>Unit price bid shall not be less than: \$ 46.00    | \$ 65                                 |     | \$ 18,200                                  |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 402T.V2A (VERZ)<br>(113)             | 100.0<br>L.F.                                     | EXISTING VACANT NON-CONCRETE ENCASED<br>TELECOMMUNICATION CONDUITS PLACED IN FINAL<br>POSITION WITH CONCRETE ENCASEMENT<br><br>Unit price bid shall not be less than: \$ 44.00 | \$ 65                                 | --- | \$ 6,500                                   | --- |
| JB 403.3 (CE)<br>(114)                  | 1,170.0<br>S.F.                                   | PLACING 1' THICK STEEL PROTECTION PLATES<br>FOR UTILITY FACILITIES<br><br>Unit price bid shall not be less than: \$ 3.00   | \$ 8                                  | --- | \$ 9,360                                   | --- |
| JB 403T.2 (VERZ)<br>(115)               | 100.0<br>S.F.                                     | Placing steel protection plates for<br>utilites facilites<br><br>Unit price bid shall not be less than: \$ 14.85   | \$ 15                                 | --- | \$ 1,500                                   | --- |
| JB 450.1 (CE)<br>(116)                  | 10.0<br>CREW/HR                                   | CONSTRUCTION FIELD SUPPORT - SURVEY CREW<br>(TYPE .1)<br><br>Unit price bid shall not be less than: \$ 256.00  | \$ 256                                | --- | \$ 2,560                                   | --- |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 450.2 (CE)<br>(117)                  | 386.0<br>CREW/HR                                  | CONSTRUCTION FIELD SUPPORT - SMALL SIZE<br>CREW (TYPE .2)<br><br>Unit price bid shall not be less than: \$ 252.00     | \$ 252                                | —   | \$ 97,272                                  | —   |
| JB 450.3 (CE)<br>(118)                  | 410.0<br>CREW/HR                                  | CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE<br>CREW (TYPE .3)<br><br>Unit price bid shall not be less than: \$ 719.00    | \$ 719                                | —   | \$ 294,790                                 | —   |
| JB 500 (VERZ)<br>(119)                  | 182.0<br>L.F.                                     | REMOVAL OF ABANDONED UTILITY CONDUITS<br>(NON-CONCRETE ENCASED)<br><br>Unit price bid shall not be less than: \$ 4.00 | \$ 4                                  | —   | \$ 728                                     | —   |
| JB 501 (CE)<br>(120)                    | 1.0<br>C.Y.                                       | REMOVAL OF ABANDONED MASONRY FOR UTILITY<br>FACILITIES<br><br>Unit price bid shall not be less than: \$ 278.00        | \$ 1,000                              | —   | \$ 1,000                                   | —   |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 603E.1 (CE)<br>(121)                 | 70.0<br>L.F.                                      | INSTALL UTILITY CONDUITS PLACED IN FINAL<br>POSITION WITHOUT CONCRETE ENCASEMENT<br><br>Unit price bid shall not be less than: \$ 4.00                             | \$ 10                                 |     | \$ 700                                     |     |
| JB 636 R (CE)<br>(122)                  | 3.0<br>C.Y.                                       | REPAIR TO UTILITY STRUCTURES<br><br>Unit price bid shall not be less than: \$ 195.00   | \$ 1,000                              |     | \$ 3,000                                   |     |
| JB 636ED (CE)<br>(123)                  | 3.0<br>EACH                                       | PRIVATELY OWNED UTILITY STRUCTURE HARDWARE<br>ADJUSTED (30" TO UNDER 34" WIDTH)<br><br>Unit price bid shall not be less than: \$ 724.00                            | \$ 724                                |     | \$ 2,172                                   |     |
| JB 700 (VERZ)<br>(124)                  | 20.0<br>C.Y.                                      | SPECIAL MODIFICATION OF WORK METHODS TO<br>ACCOMMODATE/PROTECT UNDERGROUND FACILITIES<br>WITH LIMITED COVER<br><br>Unit price bid shall not be less than: \$ 95.00 | \$ 95                                 |     | \$ 1,900                                   |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 710.1 (CE)<br>(125)                  | 70.0<br>L.F.                                      | REMOVAL OF ABANDONED UTILITY STEEL/CAST<br>IRON/ PLASTIC PIPES, UP TO AND INCLUDING<br>12" DIAMETER PIPE<br><br>Unit price bid shall not be less than: \$ 12.00 | \$ 12                                 |     | \$ 840                                     |     |
| JB 798 (VERZ)<br>(126)                  | 50.0<br>L.F.                                      | MODIFICATION OF NON-CONCRETE YOKE TROLLEY<br>STRUCTURES REMOVAL WHEN CROSSING UTILITY<br>FACILITIES<br><br>Unit price bid shall not be less than: \$ 241.00     | \$ 241                                |     | \$ 12,050                                  |     |
| JB 799 (VERZ)<br>(127)                  | 90.0<br>L.F.                                      | MODIFICATION OF NON-CONCRETE TROLLEY<br>STRUCTURES REMOVAL PARALLEL TO UTILITY<br>FACILITIES<br><br>Unit price bid shall not be less than: \$ 76.00             | \$ 76                                 |     | \$ 6,840                                   |     |
| JB 800 (VERZ)<br>(128)                  | 50.0<br>L.F.                                      | MODIFICATION OF CONCRETE YOKE TROLLEY<br>STRUCTURES REMOVAL WHEN CROSSING UTILITY<br>FACILITIES<br><br>Unit price bid shall not be less than: \$ 241.00         | \$ 241                                |     | \$ 12,050                                  |     |





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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 801 (VERZ)<br>(129)                  | 90.0<br>L.F.                                      | MODIFICATION OF CONCRETE YOKE TROLLEY<br>STRUCTURES REMOVAL PARALLEL TO UTILITY<br>FACILITIES<br><br>Unit price bid shall not be less than: \$ 76.00       | \$ 76                                 | —   | \$ 6,184.00                                | —   |
| JB 802A (CE)<br>(130)                   | 84.0<br>S.F.                                      | SPECIAL CARE EXCAVATION AND RESOTRATION FOR<br>SIDEWALK WORK<br><br>Unit price bid shall not be less than: \$ 4.00   | \$ 5                                  | —   | \$ 420                                     | —   |
| JB 802B (CE)<br>(131)                   | 163.0<br>L.F.                                     | SPECIAL CARE EXCAVATION AND RESOTRATION FOR<br>CURB WORK<br><br>Unit price bid shall not be less than: \$ 7.00   | \$ 10                                 | —   | \$ 1,630                                   | —   |
| JB 803.1 (CE)<br>(132)                  | 573.0<br>L.F.                                     | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW<br>CUT ASSOCIATED WITH RDWY REMOVAL (LINE<br>CUT ASPHALT)<br><br>Unit price bid shall not be less than: \$ 8.00 | \$ 10                                 | —   | \$ 5,730                                   | —   |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 803.2 (VERZ)<br>(133)                | 100.0<br>L.F.                                     | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW<br>CUT ASSOCIATED WITH ROADWAY REMOVAL<br>OPERATIONS<br><br>Unit price bid shall not be less than: \$ 15.80   | \$ 16                                 |     | \$ 1,600                                   |     |
| JB 803.2 (CE)<br>(134)                  | 9,040.0<br>L.F.                                   | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW<br>CUT ASSOCIATED WITH ROADWAY REMOVAL<br>OPERATIONS (LINE CUT ANY COMBINATION OF<br>ASPHALT AND CONCRETE ROADWAY)<br><br>Unit price bid shall not be less than: \$ 11.00 | \$ 11                                 |     | \$ 99,440                                  |     |
| JB 900 (CE)<br>(135)                    | 1.0<br>F.S.                                       | EXTRA UTILITY WORK COSTS ALLOWANCE<br><br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 334,000.00  | \$ 334,000.00                         |     | \$ 334,000.00                              |     |
| JB 900 (NG)<br>(136)                    | 1.0<br>F.S.                                       | EXTRA UTILITY WORK COSTS ALLOWANCE<br><br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 5,000.00  | \$ 5,000.00                           |     | \$ 5,000.00                                |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| JB 900 (VERZ)<br>(137)                  | 1.0<br>F.S.                                       | EXTRA UTILITY WORK COSTS ALLOWANCE<br><br>PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 20,000.00 | \$ 20,000.00                          |     | \$ 20,000.00                               |     |
| NYC-556.03<br>(138)                     | 400.0<br>EACH                                     | STUD SHEAR CONNECTORS  | \$ 100                                |     | \$ 40,000                                  |     |
| NYCT-7N.1<br>(139)                      | 400.0<br>S.Y.                                     | HDPE MEMBRANE WATERPROOFING  | \$ 20                                 |     | \$ 8,000                                   |     |
| NYCT-AT<br>(140)                        | 1.0<br>L.S.                                       | REMOVE, RELOCATE AND REINSTALL NYCT ANTENNA  | \$ 250,000                            |     | \$ 250,000                                 |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| NYCT-SPLS<br>(141)                      | 1.0<br>L.S.                                       | RELOCATE NYCT STANDPIPE   | \$ 255,550                            |     | \$ 255,550                                 |     |
| RCP-MSPL1<br>(142)                      | 1.0<br>L.S.                                       | MISCELLANEOUS PLUMBING  | \$ 450,000                            |     | \$ 450,000                                 |     |
| SL-20.08.01<br>(143)                    | 10.0<br>EACH                                      | REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE<br>FOUNDATION   | \$ 1,500                              |     | \$ 15,000                                  |     |
| SL-21.09.05<br>(144)                    | 10.0<br>EACH                                      | REMOVE STANDARD FABRICATED STEEL, SPUN<br>ALUMINUM NO. 10, ETC. WITH ARM(S),<br>LUMINAIRE(S), CONTROL(S) WITH ALL<br>ATTACHMENTS, IF ANY. | \$ 1,100                              |     | \$ 11,000                                  |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| SL-22.16.05<br>(145)                    | 20.0<br>EACH                                      | FURNISH AND INSTALL ROADWAY TYPE LED<br>FIXTURE AS PER SPECIFICATION 466 WITH PEC<br>RECEPTACLE AND PEC                           | 680                                   |     | \$ 13,600                                  |     |
| SL-24.02.02<br>(146)                    | 20.0<br>EACH                                      | FURNISH AND INSTALL FABRICATED STEEL 8 Ft.<br>ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT<br>EXTENSION.                           | 700                                   |     | \$ 14,000                                  |     |
| SL-24.02.33<br>(147)                    | 10.0<br>EACH                                      | FURNISH AND INSTALL FABRICATED STEEL 6FT.<br>SHAFT EXTENSION (TWIN ARMS) FOR "M-2"<br>TRAFFIC POST AS PER DWGs H-5159, OR H-5255. | 1,350                                 |     | \$ 13,500                                  |     |
| SL-26.01.04<br>(148)                    | 10.0<br>EACH                                      | FURNISH AND INSTALL LONG LIFE PHOTO<br>ELECTRIC CONTROL WITH SURGE PROTECTION FOR<br>LED LIGHT                                    | 118                                   |     | \$ 1,180                                   |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| SL-29.01.01<br>(149)                    | 10.0<br>EACH                                      | FURNISH, INSTALL, MAINTAIN AND REMOVE<br>EQUIPMENT FOR TEMPORARY LIGHTING (PYLON),<br>AS PER DRAWINGS F-5005 AND F-5005A | \$ 1,822                              | --- | \$ 18,220                                  | --- |
| T-1.18<br>(150)                         | 53.0<br>EACH                                      | REMOVE TYPE "A", "B", "S" OR "T" SERIES<br>FOUNDATION  | \$ 1,550                              | --- | \$ 82,150                                  | --- |
| T-1.2<br>(151)                          | 3.0<br>EACH                                       | INSTALL TYPE "F-1" FOUNDATION  | \$ 4,151                              | --- | \$ 12,453                                  | --- |
| T-1.20<br>(152)                         | 4.0<br>EACH                                       | REMOVE TYPE "M" SERIES FOUNDATION  | \$ 1,500                              | --- | \$ 6,000                                   | --- |



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|---|---|---------------------------------|---------------------------------------|-----|--|-----|
|   |   |                                 | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-1.21<br>(153)                         | 1.0<br>EACH                                       | REMOVE TYPE "F-1" FOUNDATION    | \$ 1,500                              |     | \$ 1,500                                   |     |
| T-1.3<br>(154)                          | 17.0<br>EACH                                      | INSTALL TYPE "M2-5S" FOUNDATION | \$ 4,000                              |     | \$ 68,000                                  |     |
| T-1.4<br>(155)                          | 12.0<br>EACH                                      | INSTALL TYPE "M2-3S" FOUNDATION | \$ 4,000                              |     | \$ 48,000                                  |     |
| T-1.5<br>(156)                          | 6.0<br>EACH                                       | INSTALL TYPE "M2-2S" FOUNDATION | \$ 4,000                              |     | \$ 24,000                                  |     |

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|---|---|---------------------------------|---------------------------------------|-----|--|-----|
|   |   |                                 | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-1.6<br>(157)                          | 30.0<br>EACH                                      | INSTALL TYPE "M2-5T" FOUNDATION | \$ 4,000                              | —   | \$ 120,000                                 | —   |
| T-1.7<br>(158)                          | 8.0<br>EACH                                       | INSTALL TYPE "M2-3T" FOUNDATION | \$ 4,000                              | —   | \$ 32,000                                  | —   |
| T-1.8<br>(159)                          | 3.0<br>EACH                                       | INSTALL TYPE "M2-2T" FOUNDATION | \$ 4,000                              | —   | \$ 12,000                                  | —   |
| T-2.15<br>(160)                         | 10.0<br>EACH                                      | REORIENT MAST ARM               | \$ 600                                | —   | \$ 6,000                                   | —   |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-2.16<br>(161)                         | 5.0<br>EACH                                       | FURNISH, INSTALL, MAINTAIN AND REMOVE<br>TEMPORARY POST OR PYLON WITH SIGNALS | \$ 1,650                              |     | \$ 8,250                                   |     |
| T-2.2<br>(162)                          | 3.0<br>EACH                                       | INSTALL TYPE "S-14" POST  | \$ 900                                |     | \$ 2,700                                   |     |
| T-2.22<br>(163)                         | 4.0<br>EACH                                       | REMOVE TYPE "S-1" OR "T-1" SERIES POST  | \$ 550                                |     | \$ 2,200                                   |     |
| T-2.23<br>(164)                         | 49.0<br>EACH                                      | REMOVE TYPE "S-10", "T-10" OR "S-14" SERIES<br>POST                           | \$ 900                                |     | \$ 44,100                                  |     |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-2.24<br>(165)                         | 4.0<br>EACH                                       | REMOVE TYPE "M" SERIES POST                       | \$ 1,200                              |     | \$ 4,800                                   |     |
| T-2.4<br>(166)                          | 76.0<br>EACH                                      | INSTALL TYPE "M-2" POST                           | \$ 3,000                              |     | \$ 228,000                                 |     |
| T-2.6<br>(167)                          | 1.0<br>EACH                                       | INSTALL 5 FOOT MAST ARM EXTENSION W/CUSTOM FINISH | \$ 686                                |     | \$ 686                                     |     |
| T-2.9<br>(168)                          | 31.0<br>EACH                                      | INSTALL MAST ARM ON EXISTING "M-2" TRAFFIC POST   | \$ 745                                |     | \$ 23,095                                  |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-20021<br>(169)                        | 12.0<br>EACH                                      | b) FURNISH 1" ANCHOR BOLT ASSEMBLIES FOR<br>F-1 (EACH) (4 REQUIRED PER POST) | \$ 100                                | --- | \$ 1,200                                   | --- |
| T-20160<br>(170)                        | 76.0<br>EACH                                      | FURNISH 20 FOOT SIGNAL MAST ARM POLE<br>ASSEMBLY TYPE "M-2"                  | \$ 4,600                              | --- | \$ 349,600                                 | --- |
| T-20184<br>(171)                        | 34.0<br>EACH                                      | a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH<br>FITTINGS                        | \$ 665                                | --- | \$ 22,610                                  | --- |
| T-20186<br>(172)                        | 31.0<br>EACH                                      | b) FURNISH 20' ARM ASSEMBLY WITH FITTINGS                                    | \$ 2,000                              | --- | \$ 62,000                                  | --- |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-20220<br>(173)                        | 304.0<br>EACH                                     | C) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES<br>FOR M-2 (EACH) (4 REQUIRED PER POST) | \$ 118                                | —   | \$ 35,187.2                                | —   |
| T-20640<br>(174)                        | 3.0<br>EACH                                       | FURNISH ALUMINUM TRAFFIC SIGNAL POST TYPE<br>"S-14"                              | \$ 1,325                              | —   | \$ 3,975                                   | —   |
| T-3.1<br>(175)                          | 114.0<br>EACH                                     | INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM<br>OR TOP OF TRAFFIC POST              | \$ 500                                | —   | \$ 57,000                                  | —   |
| T-3.18<br>(176)                         | 104.0<br>EACH                                     | REMOVE SIGNAL HEAD FROM ANY TYPE POST  | \$ 375                                | —   | \$ 39,000                                  | —   |



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

Contract PIN 8502018HW0068C  
Project ID HWK1669A

| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-3.2<br>(177)                          | 37.0<br>EACH                                      | INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT<br>OF ANY POST                         | \$ 480                                |     | \$ 17,760                                  |     |
| T-3.21<br>(178)                         | 1.0<br>EACH                                       | REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR<br>OTHER ILLUMINATED SIGNS FROM ANY POST | \$ 300                                |     | \$ 300                                     |     |
| T-3.40<br>(179)                         | 10.0<br>EACH                                      | FURNISH AND INSTALL AUDIBLE PEDESTRIAN<br>SIGNALS UNIT                            | \$ 2,150                              |     | \$ 21,500                                  |     |
| T-3.6<br>(180)                          | 156.0<br>EACH                                     | INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST  | \$ 378                                |     | \$ 58,968                                  |     |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-30013L<br>(181)                       | 143.0<br>EACH                                     | FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE<br>CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED<br>LENS | \$ 475                                |     | \$ 67,925                                  |     |
| T-31150<br>(182)                        | 2.0<br>EACH                                       | FURNISH "1SA" ALUMINUM DIE CASTINGS AND<br>ASSEMBLY FOR POST SIGNAL MOUNTING                | \$ 100                                |     | \$ 200                                     |     |
| T-31175<br>(183)                        | 1.0<br>EACH                                       | b) "2SPA"   | \$ 285                                |     | \$ 285                                     |     |
| T-31200<br>(184)                        | 37.0<br>EACH                                      | e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE<br>PAIR  | \$ 100                                |     | \$ 3,700                                   |     |

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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS                               | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-31205<br>(185)                        | 105.0<br>EACH                                     | FURNISH MAST ARM SIGNAL MOUNTING ASSEMBLY -<br>a) "1MS" | \$ 60                                 |     | \$ 6,300                                   |     |
| T-31210<br>(186)                        | 116.0<br>EACH                                     | h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE<br>PAIR     | \$ 35                                 |     | \$ 4,060                                   |     |
| T-31215<br>(187)                        | 1.0<br>EACH                                       | b) "2MS"  | \$ 275                                |     | \$ 275                                     |     |
| T-31225<br>(188)                        | 4.0<br>EACH                                       | c) "3MS"  | \$ 320                                |     | \$ 1,280                                   |     |



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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS  | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-31351<br>(189)                        | 79.0<br>EACH                                      | g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO<br>ONE PAIR  | \$ 300                                | —   | \$ 23,700                                  | —   |
| T-31500GL<br>(190)                      | 6.0<br>EACH                                       | FURNISH 12" LENS & SIGNAL SECTION (LED<br>GREEN ARROWS)                                      | \$ 300                                | —   | \$ 1,800                                   | —   |
| T-31500L<br>(191)                       | 6.0<br>EACH                                       | FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE<br>CAST ALUMINUM TRAFFIC SIGNALS 12" - W/LED<br>LENS | \$ 710                                | —   | \$ 4,260                                   | —   |
| T-31501AA<br>(192)                      | 4.0<br>EACH                                       | FURNISH 12" AMBER ARROW LED (AS PER NYC<br>SPEC)   | \$ 135                                | —   | \$ 540                                     | —   |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-31501GA<br>(193)                      | 4.0<br>EACH                                       | FURNISH 12 INCH GREEN ARROW LED (AS PER NYC SPECIFICATION)                             | \$ 135                                | —   | \$ 540                                     | —   |
| T-31501-RA<br>(194)                     | 4.0<br>EACH                                       | FURNISH 12 INCH RED ARROW LED (AS PER ITE SPECIFICATION 1/1/98)                        | \$ 135                                | —   | \$ 540                                     | —   |
| T-33001-L<br>(195)                      | 160.0<br>EACH                                     | FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L) | \$ 700                                | —   | \$ 112,000                                 | —   |
| T-33002<br>(196)                        | 7.0<br>EACH                                       | FURNISH AUDIBLE PEDESTRIAN SIGNAL UNIT   | \$ 1500                               | —   | \$ 10,500                                  | —   |



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|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-4.9<br>(197)                          | 3.0<br>EACH                                       | REMOVE CONTROL BOX FROM ANY POST OR SUPPORT                           | \$ 1,200                              | —   | \$ 3,600                                   | —   |
| T-5.3<br>(198)                          | 50.0<br>L.F.                                      | FURNISH AND INSTALL 2" RIGID UNDERGROUND<br>CONDUIT IN PAVED SIDEWALK | \$ 120                                | —   | \$ 6,000                                   | —   |
| T-5.31<br>(199)                         | 3.0<br>EACH                                       | FURNISH AND INSTALL 2" FLEXIBLE BEND IN<br>EXISTING FOUNDATION        | \$ 3,100                              | —   | \$ 9,300                                   | —   |
| T-5.32<br>(200)                         | 5,900.0<br>L.F.                                   | RESTORING PERMANENT ROADWAY (INCLUDING<br>SAWCUT)                     | \$ 60                                 | —   | \$ 354,000                                 | —   |

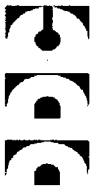


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| COL. 1<br>ITEM NUMBER<br>(SEQUENCE NO.) | COL. 2<br>ENGINEER'S<br>ESTIMATE OF<br>QUANTITIES | COL. 3<br>CLASSIFICATIONS   | COL. 4<br>UNIT PRICES<br>(IN FIGURES) |     | COL. 5<br>EXTENDED AMOUNTS<br>(IN FIGURES) |     |
|---|---|---|---------------------------------------|-----|--|-----|
|   |   |   | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-5.34<br>(201)                         | 50.0<br>S.F.                                      | RESTORING PERMANENT SIDEWALK  | \$ 40                                 |     | \$ 2,100                                   |     |
| T-5.50<br>(202)                         | 5,900.0<br>L.F.                                   | FURNISH AND INSTALL 2" HDPE UNDERGROUND<br>CONDUIT IN PAVED ROADWAY | \$ 131                                |     | \$ 772,900                                 |     |
| T-5.52<br>(203)                         | 500.0<br>L.F.                                     | FURNISH AND INSTALL 2" HDPE UNDERGROUND<br>CONDUIT IN UNPAVED AREA  | \$ 131                                |     | \$ 66,500                                  |     |
| T-6.1<br>(204)                          | 10,000.0<br>L.F.                                  | INSTALL CABLE (INCLUDES OVERHEAD)                                   | \$ 10                                 |     | \$ 100,000                                 |     |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-6.10<br>(205)                         | 16,000.0<br>L.F.                                  | REMOVE CABLE (INCLUDES OVERHEAD)                                     | 9                                     | —   | \$ 144,000                                 | —   |
| T-6.2<br>(206)                          | 16,000.0<br>L.F.                                  | INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)                           | 16                                    | —   | \$ 256,000                                 | —   |
| T-60000B<br>(207)                       | 11,000.0<br>L.F.                                  | FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH<br>3RD WIRE FOR GROUNDING). | 3                                     | —   | \$ 33,000                                  | —   |
| T-60040<br>(208)                        | 6,000.0<br>L.F.                                   | c) 7 CONDUCTOR, 14 A.W.G.  | 3                                     | —   | \$ 18,000                                  | —   |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-60190<br>(209)                        | 17,000.0<br>L.F.                                  | e) 13 CONDUCTOR, 14 A.W.G.                           | 4<br>\$                               |     | 68,000<br>\$                               |     |
| T-60200<br>(210)                        | 1,000.0<br>L.F.                                   | FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE | 5<br>\$                               |     | 5,000<br>\$                                |     |
| T-7.45<br>(211)                         | 3.0<br>EACH                                       | REMOVE PEDESTRIAN PUSHBUTTON AND PUSHBUTTON SIGN     | 295<br>\$                             |     | 885<br>\$                                  |     |
| T-8.8<br>(212)                          | 20.0<br>EACH                                      | INSTALL CONCRETE PYLON                               | 1,200<br>\$                           |     | 24,000<br>\$                               |     |



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|---|---|---------------------------|---------------------------------------|-----|--|-----|
|   |   |                           | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| T-8.9<br>(213)                          | 20.0<br>EACH                                      | REMOVE CONCRETE PYLON     | \$ 650                                | --- | \$ 13,000                                  | --- |
| T-81000<br>(214)                        | 20.0<br>EACH                                      | FURNISH CONCRETE PYLON    | \$ 1,350                              | --- | \$ 27,000                                  | --- |



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|---|---|--|---------------------------------------|-----|--|-----|
|   |   |  | DOLLARS                               | CTS | DOLLARS                                    | CTS |
| 6.39 A<br>(215)                         | 1.0<br>LUMP SUM                                   | MOBILIZATION<br><br>PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL<br>PRICE. |                                       |     | \$ 42,067,409                              |     |
| SUB-TOTAL:                              |   |  |                                       |     | \$ 43,750,000                              |     |
| 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: HWK1669A**

**SAFETY IMPROVEMENTS PHASE A**

**4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

Name of Bidder: JRCRUZ Corp.

Date of Bid Opening: January 8, 2019

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

Place of Business of Bidder: 675 Line Road, Aberdeen, NJ 07747

Bidder's Telephone Number: 732/290-0700 Fax Number: 732/290-8960

Bidder's E-Mail Address: engineering@jrcruz.com

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

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

Names of Partners

Residence of Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Organized under the laws of the State of New York

Name and Home Address of President: Evaristo Cruz, Jr., PE  
74 Hickory Lane, Lincroft, NJ 07738

Name and Home Address of Secretary: Matthew J. Cruz  
74 Hickory Lane, Lincroft, NJ 07738

Name and Home Address of Treasurer: same as President



## 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. 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, (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

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

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

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

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

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

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

I hereby:

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

11. 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

**BID FORM**

**PROJECT ID. HWK1669A**

**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)

\$ 43,750,000

BB 1/8/17

**BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder: JRCRUZ Corp.

By: [Signature]  
Evaristo Cruz, Jr., PE, President (Signature of Partner or corporate officer)

Attest: Matthew J. Cruz  
(Corporate Seal)

Secretary of Corporate Bidder

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

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

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

\_\_\_\_\_ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

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

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

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

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

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

\_\_\_\_\_ being duly sworn says:

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

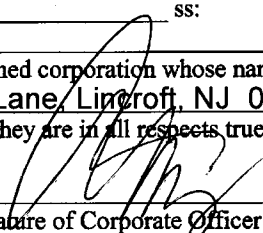
STATE OF NEW <sup>Jersey</sup> ~~York~~, COUNTY OF Monmouth ss:

Evaristo Cruz, Jr., PE

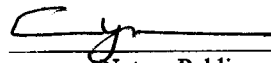
\_\_\_\_\_ being duly sworn says:

I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 74 Hickory Lane, Lincroft, NJ 07738.

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 Jan, 2019

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

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23

**AFFIRMATION**

**PROJECT ID. HWK1669A**

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: JRCRUZ Corp.  
Address: 675 Line Road  
City Aberdeen State NJ Zip Code 07747

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER

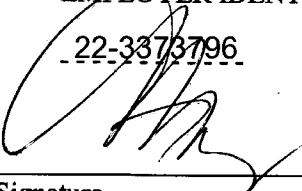
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B - Partnership, Joint Venture or other unincorporated organization  
EMPLOYER IDENTIFICATION NUMBER

-----

C- Corporation  
EMPLOYER IDENTIFICATION NUMBER

22-3373796

By:   
Signature  
Evaristo Cruz, Jr., PE  
Title: President

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1  
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, JRCruz Corp.

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company

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

Ten Percent of Bid Amount

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

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

Project ID: HWK1669A, 4th Avenue Safety Improvements Phase A, Borough of Brooklyn

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 8th day of January, 2019.

(Seal)

JRCruz Corp. \_\_\_\_\_ (L.S.)

Principal

By:

Evangelito Cruz, Jr., PE, President

(Seal)

Liberty Mutual Insurance Company

Surety

By:

Lisa Nosal, Atty-in-fact



BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Monmouth ss:  
On this 8th day of January, 2019, before me personally came \_\_\_\_\_  
to me known, who, being by me duly sworn, did depose and say  
that he resides at 74 Hickory Lane, Lincroft, NJ 07738  
that he is the President of JR CRUZ Corp.  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of  
the directors of said corporation, and that he signed his name thereto by like order.

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23

\_\_\_\_\_  
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

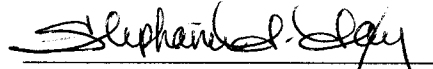
AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

ACKNOWLEDGEMENT OF SURETY

State of New Jersey ]  
  ]-ss  
County of Passaic    ]

On 01/08/2019, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

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

STEPHANIE F FOY  
Notary Public, State of New Jersey  
My Commission Expires  
October 27, 2023

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 8188083

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2018



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA      ss  
COUNTY OF MONTGOMERY

On this 24th day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2019



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2017

| <b>Assets</b>                                 |                                | <b>Liabilities</b>                          |                                |
|---|--------------------------------|---|--------------------------------|
| Cash and Bank Deposits.....                   | \$370,003,299                  | Unearned Premiums.....                      | \$7,503,154,587                |
| *Bonds — U.S Government.....                  | 1,331,664,975                  | Reserve for Claims and Claims Expense ..... | 19,658,731,454                 |
| *Other Bonds.....                             | 11,127,053,004                 | Funds Held Under Reinsurance Treaties.....  | 224,693,828                    |
| *Stocks.....                                  | 16,367,850,688                 | Reserve for Dividends to Policyholders..... | 967,520                        |
| Real Estate.....                              | 272,895,626                    | Additional Statutory Reserve.....           | 52,491,027                     |
| Agents' Balances or Uncollected Premiums..... | 5,258,657,823                  | Reserve for Commissions, Taxes and          |                                |
| Accrued Interest and Rents.....               | 100,341,596                    | Other Liabilities .....                     | <u>4,049,392,852</u>           |
| Other Admitted Assets.....                    | <u>11,192,287,530</u>          | <b>Total .....</b>                          | <b><u>\$31,489,431,268</u></b> |
| <b>Total Admitted Assets .....</b>            | <b><u>\$46,020,754,541</u></b> | Special Surplus Funds.....                  | \$176,230,822                  |
|   |                                | Capital Stock.....                          | 10,000,000                     |
|   |                                | Paid in Surplus .....                       | 9,484,316,385                  |
|   |                                | Unassigned Surplus.....                     | 4,860,776,066                  |
|   |                                | <b>Surplus to Policyholders .....</b>       | <b><u>14,531,323,273</u></b>   |
|   |                                | <b>Total Liabilities and Surplus.....</b>   | <b><u>\$46,020,754,541</u></b> |



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

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16<sup>th</sup> day of March, 2018.

*T. Mikolajewski*

Assistant Secretary

**(NO TEXT ON THIS PAGE)**

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## M/WBE PROGRAM

### M/WBE UTILIZATION PLAN

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

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

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

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

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



**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

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

**ARTICLE I. M/WBE PROGRAM**

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

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

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

**PART A**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at [zhangji@ddc.nyc.gov](mailto:zhangji@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.

NEW YORK

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

APT E-PIN #: 85018B0119

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

**Part I to be completed by contracting agency**

**Contract Overview**

APT E- Pin # 85018B0119 FMS Project ID#: HWK1669A  
 Project Title/ Agency PIN # 4 TH AVENUE SAFETY IMPROVEMENTS PHASE A / 8502018HW0068C  
 Bid/Proposal Response Date \_\_\_\_\_  
 Contracting Agency Department of Design and Construction  
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101  
 Contact Person Janelle Husain Title MWBE Outreach & Compliance Analyst  
 Telephone # (718) 391-1322 Email husainja@ddc.nyc.gov

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

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET**

INCLUDING STREET LIGHTING AND TRAFFIC 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  |
|----------------------------------|---|
| <u>Unspecified*</u>              | <u>EXEMPT %</u>   |
| or                               |   |
| <u>Black American</u>            | <u>UNSPECIFIED*</u>                                       |
| <u>Hispanic American</u>         | <u>UNSPECIFIED*</u>                                       |
| <u>Asian American</u>            | <u>UNSPECIFIED*</u>                                       |
| <u>Women</u>                     | <u>UNSPECIFIED*</u>                                       |
| <b>Total Participation Goals</b> | <b>EXEMPT %</b> <span style="float: right;">Line 1</span> |

*\*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.<br><br>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.<br><br>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 |
|  | \$                       | 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.<br><br>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.<br><br>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 #: \_\_\_\_\_

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. \_\_\_\_\_
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15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_

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

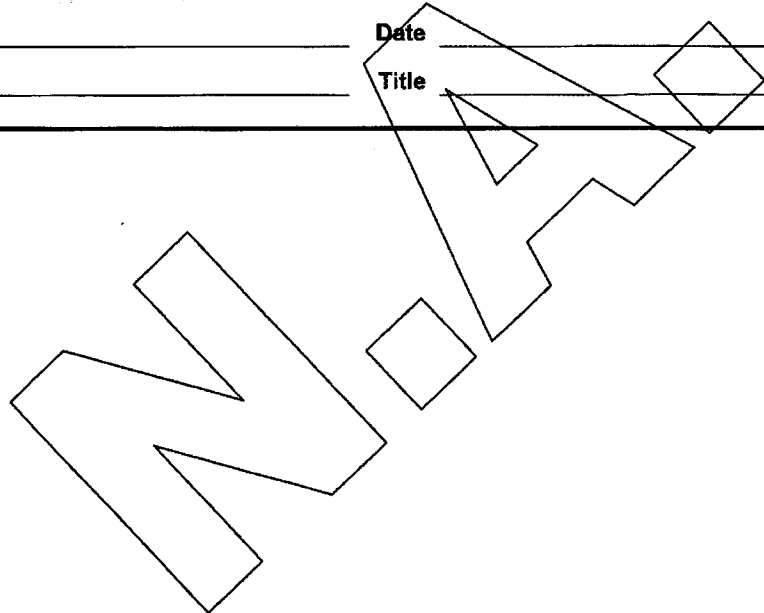
APT E-  
PIN #: \_\_\_\_\_

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

*I hereby:*

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

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



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

**Contract Overview**

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

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

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

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

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

**References**

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

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

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

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

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

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

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

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



## 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 two 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 program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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 ("APQ")**

Bidder Name: JRCRUZ Corp.

Project ID Number: HWK1669A

The Bidder MUST complete, sign, and submit this Apprenticeship Program Questionnaire with its bid.

1. Does the bidder have any Apprenticeship Program agreement(s) 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/have the bidder's Apprenticeship Program agreement(s) been registered with, and approved by the New York State Commissioner of Labor ("NYSDOL Commissioner")?

YES  NO

3. Has/have the bidder's Apprenticeship Program successfully passed the two-year Probation period following its initial registration with the New York State Department of Labor ("NYSDOL")?

YES  NO

If the answers to Questions 1, 2, and 3 are "Yes". The bidder shall, in the space below (and/or attached herewith where applicable), provide the contact information for such Apprenticeship Program(s) as well as information demonstrating that such Apprenticeship Program(s) have passed the two-year Probation period following its initial registration with the NYSDOL. (The bidder may attach additional pages if necessary).

- **Where the bidder directly sponsors any such apprenticeship Program(s)**, the bidder shall provide the following:
  - The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner; and/or
  - A copy of a letter(s) from the NYSDOL, on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner and the Active status of such program(s).
  
- **Where the bidder participates in any such Apprenticeship Program(s) through its membership in an employer organization(s) that directly sponsors such program(s) or where the employer association(s) participates in such program(s) through collective bargaining**, the bidder shall provide the following:
  - The contact information for the employer organization(s), and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith, and the date such program(s) was/were approved by the NYSDOL Commissioner; or
  - A letter(s) from such employer organization(s), on letterhead of such organization(s), executed by an officer, delegate or official thereof, which verifies/verify the trade classification(s) covered by such program(s) was/were approved by the NYSDOL Commissioner, and that the bidder is both a member in good standing of the identified employer organization and is subject to the provisions of the Apprenticeship Program agreement(s) sponsored thereby.

**APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")**

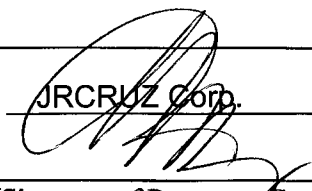
Project ID Number: HWK1669A

- **Where the bidder participates in any such Apprenticeship Programs through collective bargaining agreements, the bidder shall provide the following:**
  - The contact information for such collective bargaining entity(ies) and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith;
  - A letter(s) from such collective bargaining entity(ies), on letterhead of such entity(ies), executed by an officer, delegate or official thereof, which verifies/verify the bidder's status as a signatory/participant in good standing to such collective bargaining entity(ies) Apprenticeship Program Agreements.

We are members of the General Contractors Association of New York (GCA).

Please refer to the attached letter.

Bidder: JRCRUZ Corp.

By:   
(Signature of Partner or Corporate Officer)  
Evaristo Cruz, Jr., PE

Title: President

Date: 01/08/2019



## 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: JRCRUZ Corp.

DDC Project Number: HWK1669A

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

Company has previously worked for DDC   X   YES            NO

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

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

**3. Experience Modification Rate:**

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

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

| YEAR        | INTRASTATE RATE | INTERSTATE RATE |
|-------------|-----------------|-----------------|
| <u>2015</u> | <u>.83</u>      | <u>.83</u>      |
| <u>2016</u> | <u>.83</u>      | <u>.83</u>      |
| <u>2017</u> | <u>.79</u>      | <u>.79</u>      |

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

**4. OSHA Information:**

YES  NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

YES  NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related in-patient hospitalizations, all amputations and all losses of an eye).

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

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

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

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

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

| YEAR        | TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES | INCIDENT RATE |
|-------------|--|---------------|
| <u>2015</u> | <u>116,573</u>                             | <u>0.00</u>   |
| <u>2016</u> | <u>217,294</u>                             | <u>1.84</u>   |
| <u>2017</u> | <u>202,124</u>                             | <u>0.10</u>   |

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

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

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

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

DDC Project Number(s): SE774, SER200187, \_\_\_\_\_

YES  NO Accident on previous DDC Project(s).

DDC Project Number(s): SE801, SER777R, HD153C2

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: 01/08/2019

By:  Evaristo Cruz, Jr., PE  
(Signature of Owner, Partner, Corporate Officer)

Title: President

## 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 27 through 29 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) **Schedule of Aged Accounts Receivable,** including portion due within ninety (90) days.

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

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

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

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

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

List all contracts substantially completed within the last 4 years, 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 |
|--------------------|---------------|-------------------------|----------------|----------------------------|---|
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |
|                    |               |                         |                |                            |   |

**JRCRUZ Corp.**  
**Completed Projects**

| PROJECT NAME, LOCATION DESCRIPTION   | CONTRACT TYPE/ DETAILS   | CONTRACT AMOUNT | DATE COMPLETED             | OWNER REFERENCE/ TELEPHONE #  | ENGINEER REFERENCE/ TELEPHONE #                     |
|--|--|-----------------|----------------------------|---|---|
| HWKP2009<br>CONSTRUCTION OF BULKHEAD<br>AT EAST 66th STREET<br>BROOKLYN, NY  | HIGHWAY/ SEA WALL<br>620lf PZ27 Steel Sheet Pile Sea Wall<br>620lf Pile Cap<br>620lf Concrete Curbs/ Sidewalks<br>2000sy Asphalt Roadway   | \$838,838.00    | JUNE 2002/<br>DEC. 2002    | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>MAX ACHILLE<br>718-391-1830        |
| SE-759/760/762(BMP)<br>CONST. OF STORM & SANITARY<br>SEWERS, WATER MAINS, CURBS,<br>SIDEWALKS AND ROAD RESTORATION<br>IN ARBUTUS AVE., S.I. N.Y. | 37000lf Sewer Installation (48"-10" dia)<br>11055lf Water Main Installation<br>1300lf Microtunnelling<br>8 ea Chamber Construction<br>7.5 ac BMP Construction<br>44000sy Asphalt Roadway | \$19,881,988.00 | JULY 2001/<br>JULY 2003    | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>THOMAS FOLEY P.E.<br>212-442-1900  |
| SER002248<br>CONST. OF STORM & SANITARY<br>SEWERS, WATER MAINS, CURBS,<br>SIDEWALKS AND ROAD RESTORATION<br>IN NETHERLAND AVE., S.I. N.Y.        | 2952lf Sewer Installation (6.5'X3' Culv-10" dia)<br>1800lf Water Main Installation (20"-6" dia)<br>2 ea Chamber Construction<br>13000sy Asphalt Roadway                                  | \$1,868,168.00  | OCTOBER 2002/<br>JULY 2003 | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>WALKMAN WONG P.E.<br>718-391-2485  |
| SER002166<br>CONST. OF STORM & SANITARY<br>SEWERS AND INSTALLATION OF<br>WATER MAINS IN<br>BLOOMINGDALE ROAD SI, NY                              | 8800lf Sewer Installation (30"-10" dia)<br>4000lf Water Main Installation (20"-6" dia)<br>14000sy Asphalt Roadway  | \$4,345,543.00  | OCTOBER 2004               | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>THOMAS FOLEY, P.E.<br>212-442-1900 |
| SER200170<br>CONST. OF COMBINED SEWERS<br>IN HYLAN BLVD.<br>STATEN ISLAND, NY  | SEWERS<br>WATER MAINS<br>CURBS AND SIDEWALKS   | \$1,668,668.00  | November 2004              | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>BOB YUEH<br>718-391-1937           |

**JRCRUZ Corp.**  
**Completed Projects**

| PROJECT NAME, LOCATION<br>DESCRIPTION   | CONTRACT<br>TYPE  | CONTRACT<br>AMOUNT | DATE<br>COMPLETED | OWNER REFERENCE/<br>TELEPHONE #   | ENGINEER REFERENCE/<br>TELEPHONE #                  |
|---|---|--------------------|-------------------|---|---|
| SER002204<br>CONST. OF SANITARY SEWERS<br>IN WAGNER STREET  | INSTALL<br>SANITARY SEWERS<br>CURBS AND SIDEWALKS                             | \$1,168,168.00     | May 2005          | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>WALKMAN WONG, P.E.<br>718-391-2485 |
| SER002266<br>CONST. OF SANITARY SEWERS<br>IN WESTWOOD AVENUE<br>STATEN ISLAND, NY   | INSTALL<br>SANITARY SEWERS<br>SURBS AND SIDEWALKS                             | \$3,473,374.00     | June 2005         | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>CHRIS IGWEATU<br>(718) 391-1907    |
| SER20088<br>CONST. OF STORM & SANITARY<br>SEWERS, BMPS, CURBS,<br>SIDEWALKS AND ROAD RESTORATION<br>IN EDGEGROVE AVE., S.I. N.Y.              | SEWER/<br>BMP   | \$5,828,901.00     | July 2005         | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>THOMAS FOLEY P.E.<br>212-442-1900  |
| CONTRACT NO. HWRP2004<br>RECONSTRUCTION OF BAY STREET<br>STATEN ISLAND, NY  | INSTALL SANITARY<br>& STORM SEWERS,<br>WATER MAINS , CURBS<br>SIDEWALKS, ETC. | \$1,671,624.00     | March 2006        | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101            | SAME AS OWNER<br>ADAM ALWEISS<br>718-391-1357       |
| CONTRACT NO. SER200187<br>CONSTRUCTION OF STORM &<br>SANITARY SEWERS AND INSTALLATION<br>OF WATER MAINS IN<br>FLINT STREET, STATEN ISLAND, NY | INSTALL SANITARY<br>& STORM SEWERS,<br>WATER MAINS , CURBS<br>SIDEWALKS, ETC. | \$1,838,838.00     | May 2006          | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101            | SAME AS OWNER<br>ADAM ALWEISS<br>719-391-1357       |
| SE774<br>CONST. OF SANITARY SEWERS<br>WATER MAINS AND MICROTUNNELING<br>IN FORT HAMILTON PARKWAY<br>BROOKLYN, NY                              | INSTALL<br>SANITARY SEWERS<br>WATERMAINS<br>MICROTUNNELING                    | \$6,876,542.00     | November 2006     | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3rd FL<br>LONG ISLAND CITY, N.Y. 11101 | SAME AS OWNER<br>ROBERT YUEH<br>718-391-1937        |



# JRCRUZ Corp. Completed Projects

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

| PROJECT NAME, LOCATION DESCRIPTION   | CONTRACT TYPE/ DETAILS  | CONTRACT AMOUNT | DATE COMPLETED | OWNER REFERENCE/ TELEPHONE #   | ENGINEER REFERENCE/ TELEPHONE #                      |
|--|---|-----------------|----------------|--|--|
| SE-777-R<br>CONSTRUCTION OF STORM AND SANITARY SEWERS WATER MAINS AND BMP WORK NORTH RAILROAD STREET STATEN ISLAND, NY           | INSTALL SANITARY & STORM SEWERS, WATER MAINS , CURBS SIDEWALKS AND BMP WORK | \$34,720,000.00 | August 2010    | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3RD FL.<br>LONG ISLAND CITY, NY 11101    | SAME AS OWNER<br>SHAKEEL AHMED, P.E.<br>718-391-1110 |
| SER002167<br>CONSTRUCTION OF SANITARY AND STORM SEWERS AND THE INSTALLATION OF WATER MAINS IN RICHMOND TERRACE STATEN ISLAND, NY | CONSTRUCTION OF SANITARY AND STORM SEWERS AND WATER MAINS                   | \$5,231,290.00  | February 2011  | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3RD FLOOR<br>LONG ISLAND CITY, NY 11101 | SAME AS OWNER<br>SHAKEEL AHMED, P.E.<br>718-391-1110 |
| HWSEMERG<br>EMERGENCY CURB & SIDEWALK REPAIRS VARIOUS LOCATIONS IN QUEENS, NEW YORK  | CURB AND SIDEWALK REPAIRS   | \$2,000,000.00  | December 2010  | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3RD FLOOR<br>LONG ISLAND CITY, NY 11101 | SAME AS OWNER<br>ERICK SATTLER, P.E.<br>718-391-1966 |
| CSO-IH-12<br>CONSTRUCTION OF INNER HARBOR IN LINE STORAGE FACILITIES BROOKLYN, NY  | COMBINE SEWER OVERFLOW SOLIDS FLOATABLE STORAGE                             | \$12,954,128.00 | March 2011     | N.Y.C DEPT. OF ENVIRONMENTAL PROTECTION<br>59-17 JUNCTION BLVD., 17TH FLOOR<br>FLUSHING, NY 11373      | SAME AS OWNER<br>WARREN GORDON<br>718-595-6229       |

# JRCRUZ Corp. Completed Projects

5 of 8

| PROJECT NAME, LOCATION DESCRIPTION   | CONTRACT TYPE/ DETAILS   | CONTRACT AMOUNT | DATE COMPLETED | OWNER REFERENCE/ TELEPHONE #  | ENGINEER REFERENCE/ TELEPHONE #                      |
|--|--|-----------------|----------------|---|--|
| SE-801<br>CONSTRUCTION OF<br>STORM AND SANITARY SEWERS<br>IN ALBEE AVENUE<br>STATEN ISLAND, NY   | INSTALL SANITARY<br>& STORM SEWERS,<br>WATER MAINS , CURBS<br>AND SIDEWALKS                            | \$16,383,383.00 | August 2011    | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE, 3RD FL.<br>LONG ISLAND CITY, NY 11101 | SAME AS OWNER<br>SHAKEEL AHMED, P.E.<br>718-391-1110 |
| CONTRACT NO. SEQ200523<br>CONSTRUCTION OF SANITARY AND<br>STORM SEWERS AND APPURTENANCES<br>IN NEW HAVEN AVENUE<br>BOROUGH OF QUEENS         | INSTALL SANITARY<br>SEWERS AND WATER MAIN<br>STREET LIGHTING<br>AND TRAFFIC WORK                       | \$6,803,128.00  | August 2013    | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101          | SAME AS OWNER<br>LAMBERT MONAH, P.E.<br>718-391-2469 |
| BED-778<br>REPLACEMENT OF WATER MAINS<br>IN ATLANTIC AVENUE<br>BROOKLYN, NY  | INSTALLATION OF TRUNK<br>AND DISTRIBUTION<br>OF WATER MAINS,<br>INCLUDING LIGHTING<br>AND TRAFFIC WORK | \$13,929,929.00 | November 2013  | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101          | SAME AS OWNER<br>ROBERT YUEH, P.E.<br>718-391-1937   |
| CONTRACT NO. SER200200<br>CONSTRUCTION OF SANITARY AND<br>STORM SEWERS AND APPURTENANCES<br>IN O'GORMAN AVE.<br>BOROUGH OF STATEN ISLAND, NY | INSTALL SANITARY & STORM<br>SEWERS AND WATER MAIN<br>STREET LIGHTING<br>AND TRAFFIC WORK               | \$5,966,966.00  | May 2014       | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101          | SAME AS OWNER<br>SHAKEEL AHMED, P.E.<br>718-391-1110 |

# JRCRUZ Corp. Completed Projects

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| PROJECT NAME, LOCATION DESCRIPTION  | CONTRACT TYPE/ DETAILS   | CONTRACT AMOUNT | DATE COMPLETED | OWNER REFERENCE/ TELEPHONE #   | OWNER REFERENCE TELEPHONE #                        |
|---|--|-----------------|----------------|--|--|
| CONTRACT NO. NA-2013-47<br>NEWARK AVENUE<br>SEWER IMPROVEMENTS<br>JERSEY CITY, NJ   | REMOVAL AND REPLACEMENT OF COMBINED SEWERS, TIDE GATE REGULATOR, MANHOLES. LATERALS AND PAVEMENT RESTORATION         | \$5,948,420.00  | March 2015     | JERSEY CITY MUNICIPAL UTILITIES AUTHORITY<br>555 ROUTE #440<br>JERSEY CITY, NJ 07305       | Kevin Carr<br>201-432-0845                         |
| CONTRACT NO. SEQ200508<br>CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN BAY 32ND STREET BOROUGH OF QUEENS      | INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK                                      | \$11,411,411.00 | August 2015    | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | SAME AS OWNER<br>MEHRABAN AHOURAIE<br>718-391-1953 |
| CONTRACT NO. SE-734<br>CONSTRUCTION OF SANITARY AND STORM SEWERS AND APPURTENANCES IN RICHARD AVE. BOROUGH OF STATEN ISLAND, NY | INSTALL SANITARY & STORM SEWERS AND WATER MAIN STREET LIGHTING AND TRAFFIC WORK                                      | \$12,799,997.00 | July 2017      | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | SAME AS OWNER<br>SAM RIAD<br>917-939-7339          |
| CONTRACT NO. CS-JA-BBS<br>BERGEN BASIN SEWER RECONSTRUCTION BOROUGH OF QUEENS, NY   | 600 LF OF MICROTUNNELING<br>1 JACKING SHAFT<br>2 RECEIVING SHAFTS<br>RELOCATION OF WATER MAINS AND FINAL RESTORATION | \$20,256,909.00 | January 2017   | N.Y.C. DEPT. OF ENVIRONMENTLA PROTECTION<br>59-17 JUNCTION BOULEVARD<br>FLUSHING, NY 11373 | SAME AS OWNER<br>NEIL O'CONNOR<br>718-848-2807     |

**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 |
|--------------------|---------------|-------------------------|---------------------------------|-----------------------------|----------------------------|----------------------------|---|
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**Contracts Currently Under Construction**

| PROJECT NAME, LOCATION DESCRIPTION  | CONTRACT TYPE  | CONTRACT AMOUNT | PERCENT COMPLETE | SCHEDULED COMPLETION DATE | OWNER REFERENCE/ TELEPHONE #   | ENGINEER REFERENCE/ TELEPHONE #      |
|---|--|-----------------|------------------|---------------------------|--|--------------------------------------|
| CONTRACT NO. SE798<br>CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN ARMSTRONG AVE., BOROUGH OF STATEN ISLAND, NY | CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, BMP WORK, FINAL RESTORATION WORK   | \$38,363,359.00 | 60%              | October, 2018             | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101   | Mayur Patel, P.E.<br>718-966-2540    |
| CONTRACT NO. 195456<br>HARDSCAPE AND GUTTER RECONSTRUCTION COLLEGE OF STATEN ISLAND                                     | GUTTER RECONSTRUCTION, ARCHITECTURAL CAST IN PLACE CONCRETE, AND PRECAST CONCRETE, CLAY ROOF TILES ROOF SPECIALTIES, CONCRETE PAVEMENT LANDSCAPE, UTILITY DRAINAGE AND PIPING      | \$6,200,000.00  | 90%              | April, 2018               | DASHY<br>515 BROADWAY<br>ALBANY, NY 12207  | Jack Kemp<br>518-257-3000            |
| CONTRACT NO. 0146<br>MIDLAND PERMANENT WATER INTAKE SYSTEM BOROUGH OF MIDLAND   | CONSTRUCTION OF WATER INTAKE SYSTEM PUMP STATION CONTROL BUILDING WITH HVAC, PLUMBING, ELECTRICAL, PERMANENT 24" CONNECTION AT EXISTING WATER MAIN TREATMENT PLANT VIA MICROTUNNEL | \$5,088,540.00  | 50%              | July, 2018                | MUNICIPAL AAUTHORITY OF THE BOROUGH OF MIDLAND<br>946 RAILROAD AVENUE<br>MIDLAND, PA 15059   | Daniel A. Sell, P.E.<br>724-847-1996 |
| CONTRACT NO. SEQ200492<br>CONSTRUCTION OF COMBINED SEWERS AND APPURTENANCES IN 41st AVENUE BOROUGH OF QUEENS, NY        | CONSTRUCTION OF COMBINED SEWERS, INSTALLATION OF WATER MAINS, AND FINAL RESTORATION WORK   | \$6,593,834.21  | 95%              | June, 2019                | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101   | Lambert Monah<br>718-391-2469        |
| CONTRACT NO. W912DS17C0007<br>GOETHALS BRIDGE REPLACEMENT MITIGATION OLD PLACE CREEK STATEN ISLAND, NY                  | GOETHALS BRIDGE REPLACEMENT PROJECT WETLANDS MITIGATION  | \$10,221,014.00 | 95%              | January, 2020             | DEPARTMENT OF THE ARMY<br>U.S. ARMY CORPS OF ENGINEERS<br>NEW YORK DISTRICT<br>JACOB K. JAVITS FEDERAL BUILDING<br>26 FEDERAL PLAZA<br>NEW YORK, NY 10278-0090 | Alex Heinzel<br>917-790-8087         |

**JRCRUZ Corp.**  
**Contracts Currently Under Construction**

| PROJECT NAME, LOCATION DESCRIPTION  | CONTRACT TYPE  | CONTRACT AMOUNT | PERCENT COMPLETE | SCHEDULED COMPLETION DATE | OWNER REFERENCE/ TELEPHONE #   | ENGINEER REFERENCE TELEPHONE      |
|---|--|-----------------|------------------|---------------------------|--|-----------------------------------|
| CONTRACT NO. HWP177R<br>REHABILITATION OF PEDESTRIAN RAMPS<br>STATEN ISLAND, NY   | REHABILITATION OF PEDESTRIAN RAMPS<br>IN DESIGNATED AREAS  | \$5,698,825.00  | 85%              | March, 2019               | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | SAMEH RIAD<br>917-939-7339        |
| CONTRACT NO. HWP18RSC<br>INSTALLATION OF SIMPLE AND COMPLEX<br>PEDESTRIAN RAMPS<br>STATEN ISLAND                                | INSTALLATION OF SIMPLE AND COMPLEX<br>PEDESTRIAN RAMPS INCLUDING CURB & SIDEWALK<br>RECONSTRUCTION, STREET LIGHTING, AND<br>TRAFFIC SIGNAL WORK                                    | \$2,205,691.00  | 50%              | March, 2019               | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | FRANCO MESITI<br>718-391-1044     |
| CONTRACT NO. WED642<br>INSTALLATION OF WATER MAINS &<br>APPURTENANCES FOR NEW BLDG<br>CONSTRUCTION<br>MANHATTAN, NY             | INSTALLATION OF WATER MAINS &<br>APPURTENANCES FOR NEW BLDG<br>CONSTRUCTION & FOR IMPROVEMENTS<br>TO THE CITY'S MAIN DISTRIBUTION SYSTEM<br>& FIRE PROTECTION IN VARIOUS LOCATIONS | \$3,995,599.00  | 80%              | October, 2018             | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | Hardik Shah<br>212-564-9603       |
| CONTRACT NO. HWS16CWZ<br>INSTALLATION OF SIDEWALKS, ADJACENT<br>CURBS & PEDESTRIAN RAMPS<br>BRONX, MANHATTAN & STATEN ISLAND    | INSTALLATION OF SIDEWALKS, ADJACENT<br>CURBS & PEDESTRIAN RAMPS<br>IN VARIOUS LOCATIONS  | \$4,110,895.00  | 50%              | April, 2019               | N.Y.C DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | SAMEH RIAD<br>917-939-7339        |
| CONTRACT NO. R132-113MA<br>RECONSTRUCTION OF PATHS, SITE FURNISHINGS<br>& LANDSCAPE AT CRESCENT BEACH PARK<br>STATEN ISLAND, NY | RECONSTRUCTION OF PATHS, SITE FURNISHINGS<br>& LANDSCAPE AT CRESCENT BEACH PARK  | \$1,850,000.00  | 10%              | March, 2019               | CITY OF NEW YORK PARKS & RECREATION<br>OLMSTEAD CENTER<br>FM-CP<br>FLUSHING, NY 11388      | Francisco Colomer<br>347-947-0906 |

# JRCRUZ Corp.

## Contracts Currently Under Construction

| PROJECT NAME, LOCATION DESCRIPTION  | CONTRACT TYPE  | CONTRACT AMOUNT | PERCENT COMPLETE | SCHEDULED COMPLETION DATE | OWNER REFERENCE/ TELEPHONE #  | ENGINEER REFERENCE TELEPHONE        |
|---|--|-----------------|------------------|---------------------------|---|-------------------------------------|
| CONTRACT NO. SER2002445<br>DCOMBINED SEWERS IN<br>ACACIA AVENUE<br>BOROUGH OF STATEN ISLAND | CONSTRUCTION OF STORM AND SANITARY<br>SEWERS AND WATER MAINS<br>PAVEMENT RESTORATION<br>CURBS AND SIDEWALKS            | \$24,898,894.54 | 25%              | June, 2020                | N.Y.C. DEPT. OF DESIGN & CONSTRUCTION<br>30-30 THOMSON AVENUE<br>LONG ISLAND CITY, NY 11101 | Srinin Keshava<br>917-393-7330      |
| GCHP24-02<br>HUTCHINSON RIVER CSO<br>TRIBUTARY ARE<br>HP-024 AND HP-023<br>BRONX, NY        | POROUS PAVEMENT<br>RESTORATION   | \$2,978,869.20  | 15%              | Aug-19                    | NYC Dept. of Design & Construction<br>3030 Thomson Avenue<br>LIC, NY 11101                  | Lambert Monah, P.E.<br>718-391-2469 |
| HED-573<br>WALDO AVENUE<br>STATEN ISLAND, NY  | REPLACEMENT OF<br>WATER MAINS, INCLUDING<br>COMBINED SEWERS<br>PAVEMENT RESTORATION<br>CURBS AND SIDEWALKS             | \$12,428,170.56 | 0%               | Nov-19                    | NYC Dept. of Design & Construction<br>3030 Thomson Avenue<br>LIC, NY 11101                  | Adam Alweiss<br>718-391-1357        |
| SER200226<br>GLEN STREET<br>STATEN ISLAND, NY   | CONSTRUCTION OF STORM ,<br>SANITARY SEWERS,<br>WTAER MAINS<br>FINAL RESTORATION<br>CURBS AND SIDEWALKS                 | \$27,893,428.42 | 0%               | Mar-21                    | NYC Dept. of Design & Construction<br>3030 Thomson Avenue<br>LIC, NY 11101                  | Adam Alweiss<br>718-391-1357        |
| HWPLZ011K<br>ZION PLAZA<br>BROOKLYN, NY   | RECONSTRUCTION OF ZION<br>PLAZA, INCLUDING CURBS,<br>SIDEWALKS STREET<br>LIGHTING, TRAFFIC SIGNAL<br>AND BIOSWALE WORK | \$3,854,466.00  | 5%               | Aug-19                    | NYC Dept. of Design & Construction<br>3030 Thomson Avenue<br>LIC, NY 11101                  | Robert Yueh, P.E.<br>718-391-1937   |



# JRCRUZ Corp.

## Contracts Currently Under Construction

| PROJECT NAME, LOCATION DESCRIPTION  | CONTRACT TYPE  | CONTRACT AMOUNT | PERCENT COMPLETE | SCHEDULED COMPLETION DATE | OWNER REFERENCE/ TELEPHONE #  | ENGINEER REFERENCE TELEPHONE       |
|---|--|-----------------|------------------|---------------------------|---|------------------------------------|
| LT-234-194<br>LINCOLN TUNNEL<br>BOROUGH OF MANHATTAN  | FLOOD PROTECTION FOR VENTILATION, BUILDINGS AND EMERGENCY GENERATORS                                     | \$2,278,990.00  | 15%              | Sep-19                    | THE PORT AUTHORITY OF NY & NJ<br>4 WORLD TRADE CENTER<br>150 GREENWICH STREET, 21ST FLOOR<br>NEW YORK, NY 10007 | MR. MICHAEL MURRAY<br>201-595-4884 |
| CT1 072 20181423956<br>VARIOUS LOCATIONS<br>DEPARTMENT OF CORRECTION<br>FACILITIES<br>RIKERS ISLAND, NY | SERVICES TO MAINTAIN, RESTORE AND REHABILITATE ASPHALT PAVING IN VARIOUS LOCATIONS WITHIN THE FACILITIES | \$5,847,000.00  | 25%              | Mar-21                    | NYC DEPARTMENT OF CORRECTION<br>75-20 ASTORIA BOULEVARD, SUITE 160<br>EAST ELMHURST, NY 11370                   | THOMAS BURKE<br>718-546-8676       |
|   |  |                 |                  |                           |   |                                    |
|   |  |                 |                  |                           |   |                                    |

**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 |
|--------------------|---------------|-------------------------|-------------------------|----------------------------|---|
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**JRCRUZ Corp.**  
**Pending Contracts**  
**Awarded Not Yet Started**

| PROJECT NAME, LOCATION DESCRIPTION  | CONTRACT TYPE   | CONTRACT AMOUNT | PERCENT COMPLETE | START DATE COMPLETION DATE | OWNER REFERENCE/ TELEPHONE #  | ENGINEER REFERENCE/ TELEPHONE # |
|---|---|-----------------|------------------|----------------------------|---|---------------------------------|
| HWK614D<br>BERGEN AVENUE<br>STATEN ISLAND, NY                                 | RECONSTRUCTION OF BERGEN AVENUE INCLUDING, COMBINED SEWERS, WATER MAINS, AND ROAD RESTORATION                             | \$53,250,114.94 | 0%               | NOT KNOWN AT THIS TIME     | NYC DEPT. OF DESIGN AND CONSTRUCTION<br>3030 THOMSON AVENUE<br>LIC, NY 11101  | NOT KNOWN AT THIS TIME          |
| HWR669C<br>ROMA AND HETT AVENUE<br>STATEN ISLAND, NY                          | RECONSTRUCTION OF ROMA & HETT AVENUES INCLUDING, COMBINED SEWERS, WATER MAINS, AND ROAD RESTORATION                       | \$64,319,119.59 | 0%               | NOT KNOWN AT THIS TIME     | NYC DEPT. OF DESIGN AND CONSTRUCTION<br>3030 THOMSON AVENUE<br>LIC, NY 11101  | NOT KNOWN AT THIS TIME          |
| SEK20068<br>9TH STREET BRIDGE<br>BROOKLYN, NY                                 | CONSTRUCTION OF STORM AND COMBINED SEWERS AND APPURTENANCES INCLUDING ROAD RESTORATION                                    | \$22,802,911.25 | 0%               | NOT KNOWN AT THIS TIME     | NYC DEPT. OF DESIGN AND CONSTRUCTION<br>3030 THOMSON AVENUE<br>LIC, NY 11101  | NOT KNOWN AT THIS TIME          |
| HWZCR19E<br>MILLING EXISTING ASPHALT VARIOUS LOCATIONS<br>STATEN ISLAND, NY   | MILLING EXISTING ASPHALT CONCRETE WEARING COURSE IN PREPARATION OF RESOURFACING THEREON BY OTHERS AT DESIGNATED LOCATIONS | \$20,615,097.50 | 0%               | NOT KNOWN AT THIS TIME     | NYC DEPT. OF TRANSPORTATION<br>55 WATER STREET<br>NEW YORK, NY 10041          | NOT KNOWN AT THIS TIME          |
| RICHMOND UNIVERSITY<br>MEDICAL CENTER<br>355 BARD AVENUE<br>STATEN ISLAND, NY | CONSTRUCTION OF PARKING LOT   | \$2,457,000.00  | 0%               | NOT KNOWN AT THIS TIME     | RICHMOND UNIVERSITY<br>MEDICAL CENTER<br>355 BARD AVENUE<br>STATEN ISLAND, NY | NOT KNOWN AT THIS TIME          |

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**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.**

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**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: JRCRUZ Corp.  
Bidder's Address: 675 Line Road, Aberdeen, NJ 07747  
Bidder's Telephone Number: 732/290-0700  
Bidder's Fax Number: 732/290-8960  
Date of Bid Opening: January 8, 2019  
PROJECT ID: HWK1669A

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

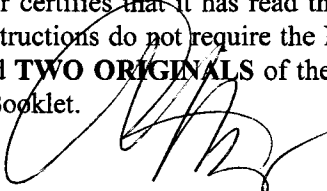
(1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9<sup>th</sup> Floor, New York,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

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

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

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

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

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

Print Name: Evaristo Cruz, Jr., PE, President

**(NO TEXT ON THIS PAGE)**



# Certificate of No Change Form



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

I, Evaristo Cruz, Jr., PE, 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: JRCRUZ Corp.

Vendor's Address: 675 Line Road, Aberdeen, NJ 07747

Vendor's EIN or TIN: 22-3373796 Requesting Agency: NYC DDC

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: 08/03/2017

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 | Evaristo Cruz, Jr., PE | 08/03/2017   |  |
| 2 | David S. Cruz          | 08/03/2017   |  |
| 3 | Matthew J. Cruz        | 08/03/2017   |  |
| 4 | Jason R. Cruz          | 08/03/2017   |  |
| 5 | Joyce A. Cruz          | 08/03/2017   |  |
| 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:

Evaristo Cruz, Jr., PE

Name (Print)

President

Title

JRCRUZ Corp.

Name of Submitting Entity

Signature

01/08/2019

Date

### Notarized By:

Notary Public

Ocean  
County License Issued

2303118  
License Number

Sworn to before me on: 01/08/2019  
Date

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23

# 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.
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I, Evaristo Cruz, Jr., PE, being duly sworn, state that I have read  
*Enter Your Name*

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

Signature date on the last full vendor questionnaire signed for the submitting vendor: 08/03/2017

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

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| 3 | Matthew J. Cruz        | 08/03/2017   |  |
| 4 | Jason R. Cruz          | 08/03/2017   |  |
| 5 | Joyce A. Cruz          | 08/30/2017   |  |
| 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:

Evaristo Cruz, Jr., PE

Name (Print)

President

Title

JRCRUZ Corp

Name of Submitting Entity

Signature

01/08/2019

Date

### Notarized By:

Notary Public

Ocean

County License Issued

2303118

License Number

Sworn to before me on: 01/08/2019

Date

Cynthia Anne Strodel

Notary Public

State of New Jersey

Commission # 2303118

My commission expires 07-21-23<sub>2</sub>

## 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.

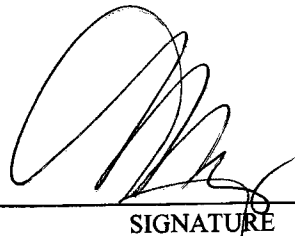
**BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**

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.



\_\_\_\_\_  
SIGNATURE

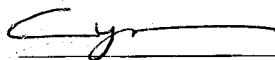
Evaristo Cruz, Jr., PE  
\_\_\_\_\_

PRINTED NAME

President  
\_\_\_\_\_

TITLE

Sworn to before me this  
8th day of Jan., 2019



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

Dated: 01/08/2019

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23

**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**

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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            |

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?<br>Y/N | 5. Current status of the disposition |
|---------------------------|-------------------------------|--------------------------------------|---|--------------------------------------|

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE**

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

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

1. Your contractual relationship in this contract is: Prime contractor  Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes  No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:  
 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 Operating Engineers Local 14 & 15, Laborers Local 731, 1010, Dockbuilders / Timberman Local 1556
6. Are you a Veteran owned company? Yes  No

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

7. 22-3373796 engineering@jrcruz.com  
Employer Identification Number or Federal Tax I.D. Email Address
8. JRCRUZ Corp.  
Company Name
9. 675 Line Road, Aberdeen, NJ 07747  
Company Address and Zip Code
10. Evaristo Cruz, Jr. 732/290-0700  
Chief Operating Officer Telephone Number
11. Same  
Designated Equal Opportunity Compliance Officer Telephone Number  
(If same as Item #10, write "same")
12. Same  
Name of Prime Contractor and Contact Person  
(If same as Item #8, write "same")

13. Number of employees in your company: 100 +/-

14. Contract information:

(a) NYC DDC  
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:

HWK1669A 4th Avenue Safety Improvements Phase A 4th Avenue From 8th Street to 64th Street, Borough of Brooklyn

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 X

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 X

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 X 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 X

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 <u>X</u> |
| (b) After a conditional job offer          | Yes ___      | No <u>X</u> |
| (c) After a job offer                      | Yes <u>X</u> | No ___      |
| (d) Within the first three days on the job | Yes <u>X</u> | No ___      |
| (e) To some applicants                     | Yes ___      | No <u>X</u> |
| (f) To all applicants                      | Yes <u>X</u> | No ___      |
| (g) To some employees                      | Yes ___      | No <u>X</u> |
| (h) To all employees                       | Yes <u>X</u> | No ___      |

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

Completed at the field office, witnessed and signed by the President of the  
Corporation. Filed in the main office.

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

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 X No \_\_\_

If yes, list the document(s) and page number(s) where these written policies are located.  
Equal Employment and Affirmative Action. Page One (1) and Statements Policies.  
Section B Equal Employment

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

- X Minorities and Women  
X 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 X 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 X

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

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

If yes, attach a log. See instructions.

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

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

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

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

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**SIGNATURE PAGE**

I, (print name of authorized official signing) Evaristo Cruz, Jr. 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.

JRCRUZ Corp.  
Contractor's Name

Cynthia Strodel Administrative Assistant - Engineering  
Name of person who prepared this Employment Report Title

Evaristo Cruz, Jr., PE President  
Name of official authorized to sign on behalf of the contractor Title

732/290-0700  
Telephone Number

  
Signature of authorized official Date 01/08/2019

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 8th day of January 20 19

  
Notary Public Authorized Signature Date 01/08/2019

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118

My commission expires 07-21-23

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Revised 8/13

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_

**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 |
|-------------------------|--|---------------------------------------|--|---------------------------------------|
| Not known at this time. |  |                                       |  |                                       |
|                         |  |                                       |  |                                       |
|                         |  |                                       |  |                                       |
|                         |  |                                       |  |                                       |
|                         |  |                                       |  |                                       |

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

**OWNERSHIP CODES**

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

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journey/level Workers (A) Apprentice  
 (H) Helper (TRN) Trainee  
 (TOT) Total by Column

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

| Trade:   | MALES           |                 |       |       |              | FEMALES         |                 |       |       |              |
|--|-----------------|-----------------|-------|-------|--------------|-----------------|-----------------|-------|-------|--------------|
|  | (1)             | (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. |
| Laborers   | 13              |                 | 3     |       |              |                 |                 |       |       |              |
| Union Affiliation, if applicable                           |                 |                 |       |       |              |                 |                 |       |       |              |
| 731  |                 |                 |       |       |              |                 |                 |       |       |              |
| Total (Col. #1-10):  | 13              |                 | 3     |       |              |                 |                 |       |       |              |
| 16   |                 |                 |       |       |              |                 |                 |       |       |              |
| Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): |                 |                 |       |       |              |                 |                 |       |       |              |
| 3  |                 |                 |       |       |              |                 |                 |       |       |              |
| Total Female (Col. #6 - 10):                               |                 |                 |       |       |              |                 |                 |       |       |              |
| 0  |                 |                 |       |       |              |                 |                 |       |       |              |

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

Unions and Community Outreach

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

| Trade:  | MALES                        |                              |              |              |                        | FEMALES                      |                              |              |              |                         |
|---|------------------------------|------------------------------|--------------|--------------|------------------------|------------------------------|------------------------------|--------------|--------------|-------------------------|
|   | (1)<br>White<br>Non<br>Hisp. | (2)<br>Black<br>Non<br>Hisp. | (3)<br>Hisp. | (4)<br>Asian | (5)<br>Native<br>Amer. | (6)<br>White<br>Non<br>Hisp. | (7)<br>Black<br>Non<br>Hisp. | (8)<br>Hisp. | (9)<br>Asian | (10)<br>Native<br>Amer. |
| Operating Engineers   | 5                            |                              | 3            |              |                        |                              |                              |              |              |                         |
| Union Affiliation, if applicable<br>14 & 15                   |                              |                              |              |              |                        |                              |                              |              |              |                         |
| Total (Col. #1-10):   | 8                            |                              |              |              |                        |                              |                              |              |              |                         |
| Total Minority, Male & Female<br>(Col. #2,3,4,5,7,8,9, & 10): | 3                            |                              |              |              |                        |                              |                              |              |              |                         |
| Total Female<br>(Col. #6 - 10):                               | 0                            |                              |              |              |                        |                              |                              |              |              |                         |
| J   |                              |                              |              |              |                        |                              |                              |              |              |                         |
| H   |                              |                              |              |              |                        |                              |                              |              |              |                         |
| A   |                              |                              |              |              |                        |                              |                              |              |              |                         |
| TRN   |                              |                              |              |              |                        |                              |                              |              |              |                         |
| TOT   | 5                            |                              | 3            |              |                        |                              |                              |              |              |                         |

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

Unions and Community Outreach

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journey/level Workers (A) Apprentice  
 (H) Helper (TRN) Trainee  
 (TOT) Total by Column

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

| Trade:   | MALES           |                 |       |       |              | FEMALES         |                 |       |       |              |
|--|-----------------|-----------------|-------|-------|--------------|-----------------|-----------------|-------|-------|--------------|
|  | (1)             | (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. |
| Timberman  | 2               |                 | 1     |       |              |                 |                 |       |       |              |
| Union Affiliation, if applicable                           |                 |                 |       |       |              |                 |                 |       |       |              |
| 1556   |                 |                 |       |       |              |                 |                 |       |       |              |
| Total (Col. #1-10):  | 3               |                 |       |       |              |                 |                 |       |       |              |
| Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): | 1               |                 |       |       |              |                 |                 |       |       |              |
| Total Female (Col. #6 - 10):                               | 0               |                 |       |       |              |                 |                 |       |       |              |
| TOT  | 2               |                 | 1     |       |              |                 |                 |       |       |              |

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

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journey/level 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:

Dockbuilder

Union Affiliation, if applicable

1556

Total (Col. #1-10):

1

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

A

Total Female (Col. #6 - 10):

TRN

TOT

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

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

Unions & Community Outreach

**FORM B: PROJECTED WORKFORCE**

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

Crossing Guards \_\_\_\_\_

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

Total (Col. #1-10):  
3

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

Total Female  
(Col. #6 - 10):  
1

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

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

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**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

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.

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

| 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. | Asian   | Native Amer. | White Non Hisp. | Black Non Hisp. | White Non Hisp. | Asian | Native Amer. | White Non Hisp. | Black Non Hisp. | White Non Hisp. | Asian | Native Amer. |      |  |
| Laboreers  | 60              |                 |                 |                 | 11              |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| Union Affiliation, if applicable                           |                 |                 |                 |                 |                 |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| 731 & 1010   |                 |                 |                 |                 |                 |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| Total (Col. #1-10):  | 60              |                 |                 |                 | 11              |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): |                 |                 |                 |                 |                 |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| 11   |                 |                 |                 |                 |                 |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| Total Female (Col. #6 - 10):                               |                 |                 |                 |                 |                 |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| 0  |                 |                 |                 |                 |                 |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |
| TOT  | 60              |                 |                 |                 | 11              |         |              |                 |                 |                 |       |              |                 |                 |                 |       |              |      |  |

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

Unions and Community Outreach

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers (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)             | (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. |
| Dockbuilders   | 4               |                 | 2     |       |              |                 |                 |       |       |              |
| Union Affiliation, if applicable                           |                 |                 |       |       |              |                 |                 |       |       |              |
| 1556   |                 |                 |       |       |              |                 |                 |       |       |              |
| Total (Col. #1-10):  | 4               |                 | 2     |       |              |                 |                 |       |       |              |
| 6  |                 |                 |       |       |              |                 |                 |       |       |              |
| Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): |                 |                 |       |       |              |                 |                 |       |       |              |
| 2  |                 |                 |       |       |              |                 |                 |       |       |              |
| Total Female (Col. #6 - 10):                               |                 |                 |       |       |              |                 |                 |       |       |              |
| 0  |                 |                 |       |       |              |                 |                 |       |       |              |
| TOT  | 4               |                 | 2     |       |              |                 |                 |       |       |              |

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

Unions and Community Outreach

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers (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)             |                 | (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 | Native Amer. | White Non Hisp. | Black Non Hisp. | White Non Hisp. | Black Non Hisp. | Hisp. | Asian | Hisp. | Asian | Native Amer. |  |
| Timberman  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| Union Affiliation, if applicable                           |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| 1556   | 5               | 1               | 6               |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| Total (Col. #1-10):  | 5               | 1               | 6               |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| 12   |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| 7  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| Total Female (Col. #6 - 10):                               |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| 0  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| J  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| H  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| A  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| TRN  |                 |                 |                 |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |
| TOT  | 5               | 1               | 6               |                 |                 |                 |       |              |                 |                 |                 |                 |       |       |       |       |              |  |

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

Unions and Community Outreach

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

| 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. | Asian | Native Amer. | White Non Hisp. | Black Non Hisp. | Hisp. | Asian | Native Amer. |
| <u>Operating Engineers</u>       | 33              |                 | 5               |                 |       |              |                 |                 |       |       |              |
| Union Affiliation, if applicable |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| <u>14 &amp; 15</u>               |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| Total (Col. #1-10):              |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| <u>38</u>                        |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| Total Minority, Male & Female    |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| (Col. #2,3,4,5,7,8,9, & 10):     |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| <u>5</u>                         |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| Total Female                     |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| (Col. #6 - 10):                  |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| <u>0</u>                         |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| TRN                              |                 |                 |                 |                 |       |              |                 |                 |       |       |              |
| TOT                              | 33              |                 | 5               |                 |       |              |                 |                 |       |       |              |

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

Unions and Community Outreach

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers (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. |  |  |
|  |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| Crossing Guards  |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| Union Affiliation, if applicable                           |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| N/A  |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| Total (Col. #1-10):  |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| 17   |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10): |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| 17   |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| Total Female (Col. #6 - 10):                               |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |
| 6  |                     |  |                     |  |           |  |           |  |                  |  |                     |  |                     |  |           |  |           |  |                   |  |  |

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

Unions and Community Outreach



careers  
**businesses**  
neighborhoods

Gregg Bishop  
Commissioner

219OF050

March 7, 2019

Mr. Matthew R. Steck  
JRCruz Corp.  
675 Line Road  
Aberdeen, NJ 07747

RE: **NYC Department of Design and Construction (DDC); Project Number:**  
HWK1669A; Pin Number: 8502018HW0068C; 4<sup>th</sup> Avenue Safety Improvements  
Phase A – 8<sup>th</sup> Street to 64<sup>th</sup> Street; Borough of Brooklyn; Contract Value:  
\$43,750,000.00; **Continued Certificate of Approval.**

Dear Mr. Steck:

Please be advised that JRCruz Corp. has already received notice of its approval for the three **(3)** year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Approval dated December 24, 2018 - DLS File No. 218CY459.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above referenced contract. This approval does not extend the initial three-year **(3)** year approval (**December 24, 2018 – December 23, 2021**) for the contract referred to above.

If you have any questions, please call Ms. Rosalyn Dawson at (212) 618-8843 or e-mail her at [rdawson@sbs.nyc.gov](mailto:rdawson@sbs.nyc.gov).

Very truly yours,

Helen Wilson  
Assistant Commissioner  
Division of Labor Services

c: Chinwee Summors (DDC)  
Rosalyn Dawson  
File

(NO TEXT ON THIS PAGE)

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

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

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

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

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



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

14. Contract information:

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

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

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

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

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

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

(g) Description and location of proposed contract:

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

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

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

(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.

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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.

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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.

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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: \_\_\_\_\_

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 |           | (2) Black |           | (3) Hisp. |           | (4) Asian |           | (5) Native Amer. |           |
|-----|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|-----------|
|     | Hisp.     | Non Hisp. | Hisp.     | Non Hisp. | Hisp.     | Non Hisp. | Hisp.     | Non Hisp. | Hisp.            | Non Hisp. |
| J   |           |           |           |           |           |           |           |           |                  |           |
| H   |           |           |           |           |           |           |           |           |                  |           |
| A   |           |           |           |           |           |           |           |           |                  |           |
| TRN |           |           |           |           |           |           |           |           |                  |           |
| TOT |           |           |           |           |           |           |           |           |                  |           |

**FEMALES**

|     | (6) White |           | (7) Black |           | (8) Hisp. |           | (9) Asian |           | (10) Native Amer. |           |
|-----|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------------|-----------|
|     | Hisp.     | Non Hisp. | Hisp.     | Non Hisp. | Hisp.     | Non Hisp. | Hisp.     | Non Hisp. | Hisp.             | Non Hisp. |
| 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)?

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**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)<br>White<br>Non<br>Hisp. | (2)<br>Black<br>Non<br>Hisp. | (3)<br>Hisp. | (4)<br>Asian | (5)<br>Native<br>Amer. |
|------------------------------|------------------------------|--------------|--------------|------------------------|
|                              |                              |              |              |                        |
|                              |                              |              |              |                        |
|                              |                              |              |              |                        |
|                              |                              |              |              |                        |
|                              |                              |              |              |                        |

J

H

A

TRN

TOT

**FEMALES**

| (6)<br>White<br>Non<br>Hisp. | (7)<br>Black<br>Non<br>Hisp. | (8)<br>Hisp. | (9)<br>Asian | (10)<br>Native<br>Amer. |
|------------------------------|------------------------------|--------------|--------------|-------------------------|
|                              |                              |              |              |                         |
|                              |                              |              |              |                         |
|                              |                              |              |              |                         |
|                              |                              |              |              |                         |
|                              |                              |              |              |                         |
|                              |                              |              |              |                         |

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

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**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)<br>White<br>Non<br>Hisp. | (2)<br>Black<br>Non<br>Hisp. | (3)<br>Hisp. | (4)<br>Asian | (5)<br>Native<br>Amer. | (6)<br>White<br>Non<br>Hisp. | (7)<br>Black<br>Non<br>Hisp. | (8)<br>Hisp. | (9)<br>Asian | (10)<br>Native<br>Amer. |
| Union Affiliation, if applicable                              |                              |                              |              |              |                        |                              |                              |              |              |                         |
| Total (Col. #1-10):   |                              |                              |              |              |                        |                              |                              |              |              |                         |
| Total Minority, Male & Female<br>(Col. #2,3,4,5,7,8,9, & 10): |                              |                              |              |              |                        |                              |                              |              |              |                         |
| Total Female<br>(Col. #6 - 10):                               |                              |                              |              |              |                        |                              |                              |              |              |                         |
| 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: \_\_\_\_\_

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

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

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

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

|     | MALES                        |                              |              |              |                        | FEMALES                      |                              |              |              |                         |
|-----|------------------------------|------------------------------|--------------|--------------|------------------------|------------------------------|------------------------------|--------------|--------------|-------------------------|
|     | (1)<br>White<br>Non<br>Hisp. | (2)<br>Black<br>Non<br>Hisp. | (3)<br>Hisp. | (4)<br>Asian | (5)<br>Native<br>Amer. | (6)<br>White<br>Non<br>Hisp. | (7)<br>Black<br>Non<br>Hisp. | (8)<br>Hisp. | (9)<br>Asian | (10)<br>Native<br>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)?

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(NO TEXT ON THIS PAGE)

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

Date \_\_\_\_\_

File Number \_\_\_\_\_

**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE  
(CITY, STATE AND ICIP ONLY)**

Are you currently certified as one of the following? Please check yes or no:

MBE Yes \_\_\_ No \_\_\_      WBE Yes \_\_\_ No \_\_\_      LBE Yes \_\_\_ No \_\_\_

DBE Yes \_\_\_ No \_\_\_      EBE Yes \_\_\_ No \_\_\_

If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with?

\_\_\_\_\_

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

\_\_\_ Minority Owned Business Enterprise

\_\_\_ Locally based Business Enterprise

\_\_\_ Women Owned Business Enterprise

\_\_\_ Emerging Business Enterprise

\_\_\_ Disadvantaged Business Enterprise

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

Employer Identification Number or Federal Tax I.D \_\_\_\_\_

Company Address and Zip Code \_\_\_\_\_

Contact Person (First Name, Last Name) \_\_\_\_\_

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

Fax Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Description and location of proposed subcontract: \_\_\_\_\_

\_\_\_\_\_

Are you a Union contractor? Yes \_\_\_ No \_\_\_ If yes, please list which local(s) you affiliated with

\_\_\_\_\_

Are you a Veteran owned company? Yes \_\_\_ No \_\_\_

Procurement Identification Number (PIN)  
(City contracts only) \_\_\_\_\_

Contract Registration Number (CT#)  
(City contracts only) \_\_\_\_\_

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

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: January 8, 2019

PROJECT NO.: HWK1669A

DESCRIPTION: 4 TH AVENUE SAFETY IMPROVEMENTS PHASE A

| Addendum |            | Addendum Contains:       |                          |                                     |                                     |   |
|----------|------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|---|
| No.      | Date       | Revised Bid Date/Time    | Revised Bid Schedule     | Questions & Responses               | Additional Amendments               | Drawings (number)                       |
| 1        | 12/19/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> (1) |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS  
THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HWK1669A

4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET  
INCLUDING STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN  
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: December 19, 2018

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;  
Delete page 2 in its entirety;  
Insert the attached Page 2
2. Refer to the Bid and Contract Documents, Volume 1 of 3, page A-1, Attachment 1;  
Delete page A-1 in its entirety;  
Substitute with the attached new Attachment 1, page A-1.
3. Refer to the Bid and Contract Documents, Volume 3 of 3, R-Pages Dated 3/30/2018;  
Delete R-Pages Dated 3/30/2018 in its entirety;  
Insert the attached new R-Pages, dated 11/26/2018.
4. Refer to the Bid and Contract Documents, Volume 3 of 3, HAZ-Pages, Page HAZ-48;  
Delete Page HAZ-48 in its entirety;  
Insert the attached Page HAZ-48 R.
5. Refer to the Contract Drawings, sheets JB-39;  
Delete sheets JB-39 in its entirety;  
Substitute with the new sheet JB-39 R.
6. For additional information, see the attached ONE (1) page of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 1

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page, attachments consisting of SEVEN (7) pages and ONE (1) .drawing.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

  
HOW SHEEN PAU, P.E.  
Assistant Commissioner

JRCRUZ Corp.

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

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

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

**SPECIAL NOTICE TO BIDDERS – FEDERALLY FUNDED CONTRACTS (Revised 04-2016)**

**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. Debarment History Certification (See Page TF-J1 in the TF-Pages)
4. Disclosure of Lobbying Activities (See Page TF-J3 in the TF-Pages)
5. DBE Utilization Schedule (See Page TF-D6 in the TF-Pages)

**FAILURE TO SUBMIT ITEMS (1) THROUGH (5)  
WILL RESULT IN THE DISQUALIFICATION OF THE BID.**

6. Safety Questionnaire
7. Construction Employment Report (if bid is \$1,000,000 or more)
8. Contract Certificate (if bid is less than \$1,000,000)
9. Confirmation of Vendex Compliance
10. Bidder's Certification of Compliance with Iran Divestment Act
11. Special Experience Requirements (if applicable)
12. Apprenticeship Program Questionnaire (if applicable)
13. Disclosure of Lobbying Activities (if applicable) (See Page TF-J9 in the TF-Pages)
14. Any addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT ITEMS (5) THROUGH (14)  
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, except forms for items (3), (4), (5), and (13) which are in the TF-Pages as noted above.
- (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) **PASSPort Compliance:** The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on NTB-2 at the beginning of this Bid Booklet.
- (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.



**ATTACHMENT 1 - BID INFORMATION**

**PROJECT ID: HWK1669A**

**PIN: 8502018HW0068C**

Description and Location of Work:

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC 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 JANUARY 8, 2019

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 JANUARY 8, 2019

Pre-Bid Conference:

Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, Mandatory \_\_\_\_\_ Optional: \_\_\_\_\_  
Time and Date: \_\_\_\_\_  
Location: \_\_\_\_\_

Bid Security:

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

- (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 5% 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  
Email: [CSB\\_projectinquiries@ddc.nyc.gov](mailto:CSB_projectinquiries@ddc.nyc.gov)



For questions about site accessibility, please contact our disability services facilitator at (718) 391-2815 or via email at [accessibility@ddc.nyc.gov](mailto:accessibility@ddc.nyc.gov).

**REVISIONS TO STANDARD SPECIFICATIONS**

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**NOTICE**

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page> or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3<sup>rd</sup> Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

**(NO FURTHER TEXT THIS PAGE)**



3. Conducting a review of Sanborn Fire Insurance Maps to document historical property use along and surrounding the Corridor;
4. Conducting a review of government regulatory agency databases for properties along the Corridor and adjoining sites that are listed within a 1/8-mile radius of the Corridor centerline; and,
5. Submitting to the DDC a written Phase I CAR summarizing the sites or issues identified during the assessment that are considered to be of potential environmental concern to the project, providing recommendations for additional investigation and possible corrective actions, and writing a conclusion based on observations.

**“The Phase II report file is available from the ACCO Contracts Office on a CD that is part of a purchased set of bid documents. The file will also be uploaded to NYCDDC, BID DOCUMENTS ONLINE website for contractors to download the report.”**

**Questions Submitted by Bidders and DDC's Responses****QUESTION #1:**

The traffic stipulations indicate work hours are 7:00 AM to 6:00 PM, Monday to Friday; 10:00 PM to 6:00 AM at vent and geo locations only. Do the restricted nighttime hours of 10:00 PM to 6:00 AM apply to only the installation of the protective shielding? And after the installation of such shielding, the demolition, remediation, and new concrete work can be done during the normal working hours of 7:00 AM to 6:00 PM?

**DDC's RESPONSE:**

*Yes, the restricted nighttime hours would apply to the installation of the protective shielding. Once the shielding is installed, the contractor would be able to perform the demolition, remediation, new concrete work, etc. during normal working hours (7AM to 6PM). However, the contractor is advised that OCMC still needs to grant the actual work permit before any construction activity can commence and the contractor needs to coordinate with NYCTA.*

**QUESTION #2:**

Sheet SD51 provides a suggested installation procedure for temporary shielding, but does not mention any removal of the shielding. The specification for the item, specifically on page I-55, states the contractor must remove all shielding and connections. Given the nature of the work, including the installation of new drip pans effectively blocking any access to the shielding from above, it is not feasible to remove the shielding. Please clarify.

**DDC's RESPONSE:**

*Shielding must be removed promptly after completion of the work above. Access to the shielding from below must be coordinated between the contractor and NYCTA.*

**QUESTION #3:**

The Center Median Planters are being called as cast in place reinforced concrete. Would a Precast option be acceptable?

**DDC's RESPONSE:**

*Yes, the contractor can use precast option for the center median planters.*

**QUESTION #4:**

Currently, the specification NYCT-7N calls for Preprufe 160R. We would like to request that our PRECON to be reviewed as an under slab waterproofing membrane material here.

**DDC's RESPONSE:**

*All contractor proposed means and methods including submission of alternates, will be taken into consideration and evaluated by DDC upon construction commencement.*

**QUESTION #5:**

In reference to Sheet#12- Drawing #D1 calls Item #6.55 for saw cutting. But this item doesn't exist in the bid proposal, please advise.

**DDC's RESPONSE:**

*Please, refer to the Volume 1 of 3, Bid Schedule, Page B-16, Sequence (051) - Item 6.55 - Saw cutting Existing Pavement.*

**QUESTION #6:**

Please advise who is going to be responsible for traffic sign/signal removal. If it is contractor, please advise under which bid item it will be paid.

**DDC's RESPONSE:**

*Traffic signs are to be removed by the contractor under items 6.82 A and 6.82 B. Traffic signals are to be removed by the contractor under the corresponding T- items on the Bid-Pages*

**QUESTION #7:**

Please confirm all the excavation will be hand dug at the median since all the work will be top of the subway lines

**DDC's RESPONSE:**

*There are items for special care excavation in the bid pages for all work in the medians.*

**QUESTION #8:**

In reference to Sheet#67 -Drawing# C1 says "RAISING AND RECONSTRUCTING THE VENTS BETWEEN 40TH AND 58TH STREETS ALONG 4TH AVENUE ARE PART OF NEW YORK CITY TRANSIT CAPITAL PROJECT C-33835. PLANTED RAISED MEDIANS AND CURB WORK ADJACENT TO THESE VENTS ARE CONSTRUCTED UNDER THE NYCDOT CAPITAL PROJECT HWK1669A. THE CONTRACTOR IS TO REMOVE SAND BARRELS, INSTALLED AS PART OF THE NEW YORK CITY TRANSIT CAPITAL PROJECT, PRIOR TO THE START OF PLANTED MEDIAN AND CURB WORK. THE COST OF REMOVING SAND BARRELS IS TO BE INCLUDED IN THE PRICES BID FOR ALL THE SCHEDULED CONTRACT ITEMS "

Please confirm as follow:

- a) Contractor will have no work at the median subway vents
- b) Contractor will be responsible for only constructing planted raised median and curb
- c) Contractor will have no excavation outside the limits of planted raised median and curb. Also, we see that the raised median ventilation has not been constructed under C-33835 yet. Please advise when it will be constructed. Is it going to effect on contractor's work schedule?

**DDC's RESPONSE:**

- a) *Contractor is responsible for all work adjacent to the recently raised/constructed NYCT Vents work on the medians between 40th and 58th Streets.*
- b) *Contractor is responsible for constructing the planted raised medians and curbs, which includes excavation, traffic signals, and all ancillary items related to this work.*
- c) *Work under NYCT project between 40th and 58th Streets is currently in progress. The contractor is therefore responsible for coordinating with NYCT in case NYCT Capital project C-33835 is not completed at the start of construction for HWK1669A.*

**QUESTION #9:**

Please provide us GO schedule for temporary shielding installation and advise the location where we can access to the tracks btw 8 th street to 40 th street by high rail equipment

**DDC's RESPONSE:**

*The contractor is responsible for coordinating with NYCT for the General Order (GO) and all access points to install the temporary shielding*

**QUESTION #10:**

Due to the upcoming holidays it is not possible to get the quotes necessary from our subcontractors in a timely manner therefore we kindly request that the bid date for the above referenced project be postponed for a couple of weeks.

**DDC's RESPONSE:**

*The Bid Date is scheduled for January 8, 2019 and will not be extended at this time.*

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: January 8, 2019

PROJECT NO.: HWK1669A

DESCRIPTION: 4 TH AVENUE SAFETY IMPROVEMENTS PHASE A

| Addendum |            | Addendum Contains:       |                          |                                     |                                     |   |
|----------|------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|---|
| No.      | Date       | Revised Bid Date/Time    | Revised Bid Schedule     | Questions & Responses               | Additional Amendments               | Drawings (number)                       |
| 1        | 12/19/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> (1) |
| 2        | 12/28/2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |
|          |            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> (0)            |

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS  
THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HWK1669A

4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8 TH STREET TO 64 TH STREET  
INCLUDING STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF BROOKLYN  
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: December 28, 2018


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-3;  
Delete page C-3 in its entirety;  
Insert the attached revised Page C-3R
2. Refer to the Contract Drawing, TEMPORARY SHIELDING NOTES; SHEET 65 of 271;  
Delete NOTE 13 in its entirety;  
Insert the following new NOTE 13:  
"13. ALL TEMPORARY PROTECTIVE SHIELDING ERECTION WORK WILL BE PERFORMED WITH MTA INSPECTOR AND FLAGMEN IN ATTENDANCE AND AT HOURS DETERMINED BY THE MTA. COST FOR MTA INSPECTOR AND FLAGMEN SHALL BE PAID DIRECTLY TO NYCT BY NYCDDC THROUGH FORCE ACCOUNT "
3. For additional information, see the attached TWO (2) pages of "Questions Submitted by Bidders and DDC's Responses".

END OF ADDENDUM NO. 2

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page and attachments consisting of THREE (3) pages.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

  
HOW SHEEN PAU, P.E.  
Assistant Commissioner

JRCRUZ Corp.

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

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



6. The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (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, (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

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

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

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

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

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

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

I hereby:

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

11. 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

**Questions Submitted by Bidders and DDC's Responses****QUESTION #1:**

Can you please tell me the correct DBE Requirements for this project? Vol 3 of the specs states that it is 5% and CIS Says 14%. (See Documents Attached).

**DDC's RESPONSE:**

*Please refer to the Volume 3 of 3 Bid Booklet, Schedule A, Page SA-2, Contract Article 26, the DBE goal for this project is 5%.*

**QUESTION #2:**

In reference to any work that may or will require any type of Railroad flagger, GO (General Order), fouling existing railroad tracks and access in to the existing tunnel for us to perform the contract work, please provide us with the explicit clarification;

a. Why is there no force account set up for any railroad flaggers, inspectors, work trains, flat cars and/ or anything else that we may need during our construction? It is more effective and feasible to use the force account at no cost to the contractor than making vague assumptions and inflating the bid price unnecessarily. Anytime, we do need to use any Railroad flaggers, work trains, GO's, the owner sets up a force account and we simply utilize it during the bid and field execution time.

b. Please provide us with a force account that will be paid by the owner and provide the information to us for bidding purposes.

**DDC's RESPONSES:**

*a. A Force Account has been established for this project between the agency and NYCT to meet expenditure likely to be incurred on account NYCT personnel during the construction.*

*b. Please refer to the answer "a" above. Force account is not a BID ITEM.*

**QUESTION #3:**

According to contract drawing Structural details sheet 65 of 271 note 13, all temporary protective shielding erection and removal needs to be done with MTA inspector and Flagmen in attendance and at hours determined by the MTA. Furthermore, it states that costs for MTA inspector and Flagmen shall be included with the temporary protective shielding bid item.

a. Please provide us with MTA Inspector and flagmen rates for regular time, night time, Saturday and Sunday work.

b. There is no information regarding what allowable work hours we have to access into the tunnel area, railroad tracks, GO work hours etc. We cannot determine our cost and we cannot price up the job without having this vital information. Please provide us with the following information as requested:

- i. What are the allowable work hours for General Order (GO) during week days to access into Tunnel railroad tracks and install/ remove temporary protective shielding and any other contract work?
- ii. What are the allowable work hours for General Order (GO) during week nights to access into Tunnel railroad tracks and install/ remove temporary protective shielding and any other contract work?
- iii. What are the allowable work hours for General Order (GO) during weekend to access into Tunnel railroad tracks and install/ remove temporary protective shielding and any other contract work?
- iv. We need to use work train and flat car for temporary shielding, demolition and any other associated work that we will need to access from railroad tracks inside of the tunnel.

1. Is the owner going to provide us with any work train and flat cars? If so, what is their availability in terms of occurrence and hrs.?
2. Who is responsible for all work train and flat car cost? If the contractor is responsible for the cost of work train and flat cars, please provide us with the rates of work train and flat cars.
  - v. What are the anticipated cost that may incur and what cost needs to be paid covered by us, contractor in the bid and in the field at no cost to the Owner? Please exquisitely elaborate it. It is impossible to build and price up this job without having this and any other information requested above.

**DDC's RESPONSES:**

Please refer to Article 2, page A2-1 herein, for explanation regarding costs for MTA inspector and Flagmen.

- a. *Please refer to the answers for QUESTION #2 herein.*
- b. (i through iii) *The GO will be provided and coordinated with NYCT during construction.*
- b. (iv) *All the equipments and machinery to be used is the contractor's means and methods subject to the approval of NYCDDC and NYCT.*
- b. (v) *The contract documents detail the limits of work that shall be covered by the contractor.*

**QUESTION #4:**

Please refer to the sheet #50, 51, 52 and 53 where it says, "PRIOR TO START OF REMOVAL OF TOP PART OF CENTER AND CURTAIN WALL, INSTALL BACK TO BACK C6x13 CHANNELS". Please advise what is the purpose of doing this work. If it is for temporary shielding, sheet #65 and 66 for temporary shielding call L 4x4 installation to carry the timber planks.

**DDC's RESPONSE:**

*The channels are installed as a temporary measure to ensure that no loose material will fall onto the tracks while the gratings are removed. The channels are not shown on the contract drawings to allow the contractor flexibility for their means and methods during construction. The angles are used for the temporary shielding installation which is required for the demolition and raising/reconstruction of the vent walls.*

**QUESTION #5:**

Are the contract drawings for this project approved and stamped by NYCTA?

**DDC's RESPONSE:**

*Yes, the contract drawings have been approved and stamped by NYCT.*

**QUESTION #6:**

Refer to Addendum No. 1, dated December 19, 2018, item number 5. Sheet JB-39R was not provided in the addendum.

**DDC's RESPONSE:**

*Sheet JB-39R was provided in Addendum No.1. Please download it from the DDC Bid Document Online website. The file name is shown as "HWK1669A\_ADDENDUM\_1\_DWG.pdf", dated 12/19/2018.*

**QUESTION #7:**

We request a bid postponement due to the extensive coordination with NYCTA. In order to provide a responsible, responsive bid, it is imperative that bidders have all coordination information and details pertaining to track access prior to bid.

**DDC's RESPONSE:**

*The bid date is scheduled for January 8, 2019 and will not be extended.*



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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 1 OF 3**

**PROJECT ID: HWK1669A**

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

---

*Contractor.*

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Dated \_\_\_\_\_, 20\_\_\_\_

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**Department of  
Design and  
Construction**

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

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE (718) 391-1000  
WEBSITE [www1.nyc.gov/site/ddc/index.page](http://www1.nyc.gov/site/ddc/index.page)

**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: HWK1669A**

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*AKRF Engineering, P.C*

*MAY 8, 2018*

*NYS DOT PIN*     X773.11      
*Fed. Aid Project No.* \_\_\_\_\_



8-114





**Department of  
Design and  
Construction**

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

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

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY

**DECEMBER 19, 2017**







**CITY OF NEW YORK**

**DEPARTMENT OF  
DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURES**

**INFORMATION FOR BIDDERS**

**JUNE 2015**

**(NO TEXT ON THIS PAGE)**

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

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## INFORMATION FOR BIDDERS

### 1. 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

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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



17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

(A) **Bid Security:** Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) **Performance and Payment Security:** Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (page A-1 of the Bid Booklet). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

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

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

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

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

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

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

**37. Locally Based Enterprise Requirements (LBE)**

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

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

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

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

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

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

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

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

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

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

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

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



- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
  - (i) The names, address and telephone numbers of LBE firms that are contacted;
  - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
  - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
  - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

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

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

### 38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

- (4) Safety Questionnaire
- (5) Construction Employment Report (if bid is \$1,000,000 or more)
- (6) Contract Certificate (if bid is less than \$1,000,000)
- (7) Confirmation of Vendex Compliance
- (8) Special Experience Requirements (if applicable to this contract)
- (9) Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (9)  
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

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

June 2015

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*THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:*

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

City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support– Quality Assurance and Construction Safety

## I. POLICY ON SITE SAFETY

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

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); 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 16 NYCRR Part 753
- ❑ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ❑ Manual on Uniform Traffic Control Devices (MUTCD)
- ❑ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

## II. PURPOSE

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

## III. DEFINITIONS

**Agency Chief Contracting Officer (ACCO):** The ACCO 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 QA&CS 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.

**Construction Safety Unit:** A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

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**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”).

**Daily Safety Job Briefing:** Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

**Director - Quality Assurance and Construction Safety (QA&CS):** Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

**Job Hazard Analysis (JHA):** A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

**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.

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

**Project Safety Representative:** The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor’s/subcontractor’s project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

**Project Safety Manager:** A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor’s Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum. A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

**QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.**

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**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 Construction Management firm, 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 Manager:** For certain projects, as defined in NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

**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 procedures 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.

**Work:** The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

#### 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. DDC or CM Resident Engineer / Construction Project 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 meetings and daily safety job briefings.
- 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 and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

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- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's 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 contractor's Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

**B. Contractors**

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date 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.
- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) 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.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- 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

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controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.

- 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 or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address 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 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 company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested information within 15 days.

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

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

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



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**VI. SAFETY PROGRAM AND SITE SAFETY PLAN**

Within thirty (30) days from the Award Date, 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 standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The 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.

**Safety Program:** Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades
- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders

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- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

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

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.

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- Welding and Cutting – project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM 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 QA&CS personnel.

City of New York Department of Design and Construction: Safety Requirements  
Safety and Site Support– Quality Assurance and Construction Safety

**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 Project 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 have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS 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 – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

**IX. SAFETY PERFORMANCE EVALUATION**

The contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which may 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**

**March 2017**

( NO TEXT ON THIS PAGE )

**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

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**WITNESSETH:**

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

**CHAPTER I: THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

**ARTICLE 2. DEFINITIONS**

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

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

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

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

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

2.1.5 **“City”** shall mean the City of New York.

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

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

2.1.8 **“Comptroller”** shall mean the Comptroller of the City of New York.

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

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

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

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

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

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

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

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

- 2.1.17 **“Federal-Aid Contract”** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.
- 2.1.18 **“Final Acceptance”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19 **“Final Approved Punch List”** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20 **“Law”** or **“Laws”** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.
- 2.1.21 **“Materialman”** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.22 **“Means and Methods of Construction”** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.23 **“Notice to Proceed”** or **“Order to Work”** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24 **“Other Contractor(s)”** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25 **“Payroll Taxes”** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26 **“Project”** shall mean the public improvement to which this Contract relates.
- 2.1.27 **“Procurement Policy Board” (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.28 **“Required Quantity”** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.29 **“Resident Engineer”** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.
- 2.1.30 **“Site”** shall mean the area upon or in which the Contractor’s operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

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

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

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

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

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

## CHAPTER II: THE WORK AND ITS PERFORMANCE

### ARTICLE 3. CHARACTER OF THE WORK

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

### ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

- 4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or
- 4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or
- 4.1.3 Will be detrimental to the overall progress of the **Project**.

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

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

## ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

#### 5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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



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

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

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

### 5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

#### 5.4.5 Compliance

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

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

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

#### 5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6. INSPECTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### CHAPTER III: TIME PROVISIONS

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

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

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

#### **ARTICLE 9. PROGRESS SCHEDULES**

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

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

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

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

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

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

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

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

#### **ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL**

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

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

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

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

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

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

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

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

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

11.4 Compensable Delays

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



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

- 11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.
- 11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.
- 11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.
- 11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

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

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

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

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

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

#### 11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

#### 11.7 Recoverable Costs

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

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

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

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-specific** storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
  - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
  - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
  - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
  - (4) Multiply the result of item (3) by 7.25% for the total profit; and
  - (5) The total extended home office overhead will be the total of items (3) and (4).

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

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

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

## **ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS**

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

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

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

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

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

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

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

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

### **ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE**

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

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

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

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

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

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

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

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

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

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

#### **ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.



14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

#### **ARTICLE 15. LIQUIDATED DAMAGES**

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

#### **ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION**

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

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

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

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

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

## CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

### ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

**Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 18. ASSIGNMENTS**

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

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

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

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

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

### **CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE**

#### **ARTICLE 19. SECURITY DEPOSIT**

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

**Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

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

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

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

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

## **ARTICLE 20. PAYMENT GUARANTEE**

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

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

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

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

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

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

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

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

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

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

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

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

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

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

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

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

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

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

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

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

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

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

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

## **ARTICLE 21. RETAINED PERCENTAGE**

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

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

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

## ARTICLE 22. INSURANCE

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

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

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

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the



**Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

#### 22.1.7 Marine Insurance:

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

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

**Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

## 22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City Corporation Counsel**.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City Corporation Counsel**, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

## 22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

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

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

#### 22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

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

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

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

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

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

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

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

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

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

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

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

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

### **ARTICLE 23. MONEY RETAINED AGAINST CLAIMS**

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

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

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

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

## ARTICLE 24. MAINTENANCE AND GUARANTY

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

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

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

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

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

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

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

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

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

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

### ARTICLE 25. CHANGES

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

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

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

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

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

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

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

### ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

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

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

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



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

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

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

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

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

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

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

26.2.6 Necessary fees charged by governmental entities; plus

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

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

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

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

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

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

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

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

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

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

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

## ARTICLE 27. RESOLUTION OF DISPUTES

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

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

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

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

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

27.4 Presentation of Disputes to **Commissioner**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

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

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

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

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

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the City Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

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

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

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

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

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

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

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

#### **ARTICLE 29. OMITTED WORK**

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

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

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

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

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

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

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such



damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

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

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

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

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

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

**ARTICLE 31. THE RESIDENT ENGINEER**

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

**ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

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

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

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

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

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

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

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

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

**ARTICLE 33. THE COMMISSIONER**

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

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

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

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

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

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

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

#### **ARTICLE 34. NO ESTOPPEL**

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

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

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

### **CHAPTER VIII: LABOR PROVISIONS**

#### **ARTICLE 35. EMPLOYEES**

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

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

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

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

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

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

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

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

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

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

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

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

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

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

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

### 35.5 Paid Sick Leave Law.

#### 35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.<sup>2</sup> Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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

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

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

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

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

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

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

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

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

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
  - iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

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

35.5.7 Enforcement and Penalties.

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

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

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,



collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

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

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at [www.nyc.gov/sbs](http://www.nyc.gov/sbs), within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

#### 35.6.2 Job Posting Requirements.

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

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

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

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

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

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

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

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

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

## ARTICLE 36. NO DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

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

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

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

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 37. LABOR LAW REQUIREMENTS**

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

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

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

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

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

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

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

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

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

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

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

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

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

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

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

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

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

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

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

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

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

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

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

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

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

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of



wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

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

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

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

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

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

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

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

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

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

### **ARTICLE 38. PAYROLL REPORTS**

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

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

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

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

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

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

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

### **ARTICLE 39. DUST HAZARDS**

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

## **CHAPTER IX: PARTIAL AND FINAL PAYMENTS**

### **ARTICLE 40. CONTRACT PRICE**

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

### **ARTICLE 41. BID BREAKDOWN ON LUMP SUM**

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

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

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

### **ARTICLE 42. PARTIAL PAYMENTS**

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

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

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

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

#### **ARTICLE 43. PROMPT PAYMENT**

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

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

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

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

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

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

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

#### **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**

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

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

**Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

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

44.1.2 **A Final Approved Punch List.**

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

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

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

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

#### **ARTICLE 45. FINAL PAYMENT**

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

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

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

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

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

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

#### **ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT**

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

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

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

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

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

#### **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

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

### **CHAPTER X: CONTRACTOR'S DEFAULT**

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

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.



## **ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

## **ARTICLE 50. QUITTING THE SITE**

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

## **ARTICLE 51. COMPLETION OF THE WORK**

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

## **ARTICLE 52. PARTIAL DEFAULT**

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

#### **ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK**

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

#### **ARTICLE 54. OTHER REMEDIES**

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

### **CHAPTER XI: MISCELLANEOUS PROVISIONS**

#### **ARTICLE 55. CONTRACTOR'S WARRANTIES**

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

#### **ARTICLE 56. CLAIMS AND ACTIONS THEREON**

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

#### **ARTICLE 57. INFRINGEMENT**

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

## **ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES**

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

## **ARTICLE 59. SERVICE OF NOTICES**

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

## **ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT**

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

## **ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED**

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

## **ARTICLE 62. TAX EXEMPTION**

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

**Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

### ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

#### **ARTICLE 64. TERMINATION BY THE CITY**

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

64.1.1 Stop Work on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the



**Commissioner.** For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

#### **ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

#### **ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT**

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

## **ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM**

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

## **ARTICLE 68. ANTITRUST**

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

## **ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS**

### **69.1 Notice To All Prospective Contractors:**

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

- 69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
- 69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;
- 69.3.1(c) ban provocative religious or political emblems from the workplace;
- 69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;
- 69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and
- 69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of Law.

## **ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB**

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at [www.nyc.gov/buildings](http://www.nyc.gov/buildings).

## **ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS**

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

## **ARTICLE 72. CONFLICTS OF INTEREST**

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

## **ARTICLE 73. MERGER CLAUSE**

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

## **ARTICLE 74. STATEMENT OF WORK**

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

## **ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR**

75.1 The City will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

## **ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the City by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the City for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

#### **ARTICLE 77. RECORDS RETENTION**

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

#### **ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS**

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.



**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED  
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

**NOTICE TO ALL PROSPECTIVE CONTRACTORS**

**ARTICLE I. M/WBE PROGRAM**

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

**If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.**

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

**PART A**

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD  
AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its **M/WBE** Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at [poped@ddc.nyc.gov](mailto:poped@ddc.nyc.gov) or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE Utilization Plan**. (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's **M/WBE officer** shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE Utilization Plan** and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

#### **PART B: MISCELLANEOUS**

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

#### **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the **M/WBE** Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

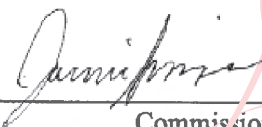
6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

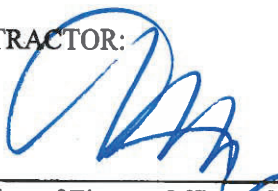


IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By:  Commissioner  
Digitally signed by Jamie Torres-Springer  
DN: cn=Jamie Torres-Springer, o=DDC, ou=Exec, email=torresspringerj@ddc.nyc.gov, c=US  
Date: 2021.05.25 11:40:37 -04'00'

CONTRACTOR:

By:   
(Member of Firm or Officer of Corporation)  
Evaristo Cruz, Jr., PE

Title: CEO

(Where Contractor is a Corporation, add):  
Attest:

  
Secretary  
Matthew J. Cruz



(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New Jersey County of Monmouth ss:

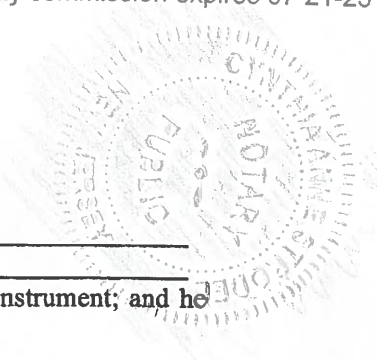
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came Evaristo Cruz, Jr., PE  
to me known who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_  
74 Hickory Lane, Lincroft, NJ 07738 that he is the CEO

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23



ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, and known to me to be one of the members of the firm of \_\_\_\_\_

\_\_\_\_\_ described in and who executed the foregoing instrument; and he  
acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, and known to me to be the person described in and who executed the foregoing instrument;  
and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

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

**Forty-three million seven hundred fifty**

**thousand dollars**

Dollars (\$ 43,750,000.00 )

is chargeable to the fund of the Department of Design and Construction entitled Code

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

\_\_\_\_\_  
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York \_\_\_\_\_

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ \_\_\_\_\_

\_\_\_\_\_  
Comptroller

MAYOR'S CERTIFICATE OR  
CERTIFICATE OF THE DIRECTOR  
OF THE BUDGET

**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 1)

**PERFORMANCE BOND #1**

**KNOW ALL PERSONS BY THESE PRESENTS,;**

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is about to enter, or has entered, into a Contract in writing with the City for \_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less.**  
**Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA")**  
**for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal (L.S.)

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.



**Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.**

PERFORMANCE BOND #1 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did 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.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_

JRCruz Corp.

33 W. Main Street, Holmdel, NJ 07733

hereinafter referred to as the "Principal,"  
and, \_\_\_\_\_

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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 \_\_\_\_\_

Forty Three Million Seven Hundred Fifty Thousand Dollars and No/100

\_\_\_\_\_ (\$ 43,750,000.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is about to enter, or has entered, into a Contract in writing with the City for FMS ID: HWK1669A, E-PIN: 85018B0119001, DDC PIN: 8502018HW0068C, 4th Avenue Safety

Improvements Phase A - 8th Street to 64th Street - Borough of Brooklyn

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ 20th \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_ 20 21 \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
JRCruz Corp \_\_\_\_\_ (L.S.)  
Principal

\_\_\_\_\_  
(Seal) By: Evaristo Cruz, Jr., PE, CEO  
Surety

Liberty Mutual Insurance Company

\_\_\_\_\_  
(Seal) By: Lisa Nosal, Atty-In-Fact (973-890-0900; Fax 973-890-9038; lnosal@chagency.com)  
Surety

\_\_\_\_\_  
(Seal) By: \_\_\_\_\_  
Surety

\_\_\_\_\_  
(Seal) By: \_\_\_\_\_  
Surety

\_\_\_\_\_  
(Seal) By: \_\_\_\_\_  
Surety

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of New Jersey County of Monmouth ss:

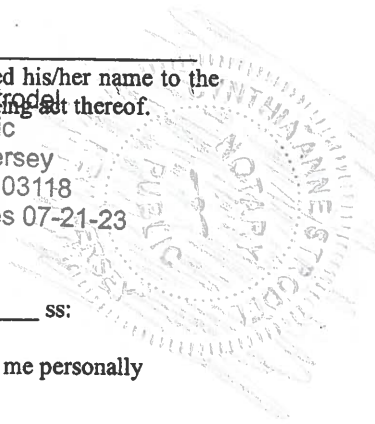
On this 20th day of May, 20 21 before me personally came Evaristo Cruz, Jr., PE

to me known, who, being by me duly sworn did depose and say that he resides at 74 Hickory Lane, Lincroft, NJ 07738

\_\_\_\_\_ ; that he/she is the CEO of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

Cynthia Anne Stroda  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23



**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

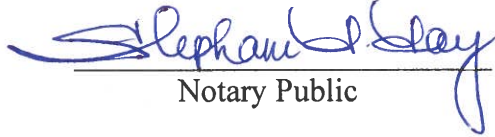
Affix Acknowledgments and Justification of Sureties.

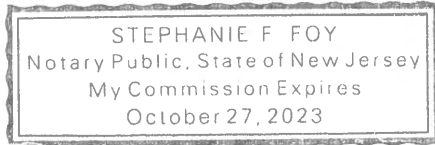
ACKNOWLEDGEMENT OF SURETY

State of New Jersey ]  
  |-ss  
County of Passaic ]

On May 20, 2021, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

  
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

all of the city of Totowa state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2021.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2020

| <b>Assets</b>                                  |                                | <b>Liabilities</b>   |                                |
|--|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits.....                    | \$2,058,007,542                | Unearned Premiums .....                                      | \$8,448,706,991                |
| *Bonds — U.S Government .....                  | 2,209,760,437                  | Reserve for Claims and Claims Expense.....                   | 23,879,216,613                 |
| *Other Bonds .....                             | 15,902,755,586                 | Funds Held Under Reinsurance Treaties .....                  | 343,068,613                    |
| *Stocks.....                                   | 18,517,107,230                 | Reserve for Dividends to Policyholders .....                 | 1,192,716                      |
| Real Estate .....                              | 193,169,809                    | Additional Statutory Reserve.....                            | 77,397,000                     |
| Agents' Balances or Uncollected Premiums ..... | 6,970,170,469                  | Reserve for Commissions, Taxes and<br>Other Liabilities..... | 6,279,510,804                  |
| Accrued Interest and Rents .....               | 118,399,147                    | <b>Total.....</b>  | <b>\$39,029,092,737</b>        |
| Other Admitted Assets .....                    | 12,079,597,645                 | Special Surplus Funds .....                                  | \$178,155,102                  |
|  |                                | Capital Stock .....  | 10,000,075                     |
|  |                                | Paid in Surplus.....   | 10,945,045,214                 |
|  |                                | Unassigned Surplus .....                                     | 7,886,674,737                  |
| <b>Total Admitted Assets.....</b>              | <b><u>\$58,048,967,865</u></b> | <b>Surplus to Policyholders .....</b>                        | <b>19,019,875,128</b>          |
|  |                                | <b>Total Liabilities and Surplus .....</b>                   | <b><u>\$58,048,967,865</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25<sup>th</sup> day of March, 2021.

*T. Mikolajewski*

\_\_\_\_\_  
Assistant Secretary



**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_

JRCruz Corp.

33 W. Main Street, Holmdel, NJ 07733

hereinafter referred to as the "Principal", and \_\_\_\_\_

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

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

Forty Three Million Seven Hundred Fifty Thousand Dollars and No/100

(\$ 43,750,000.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for FMS ID: HWK1669A, E-PIN: 85018B0119001, DDC PIN: 8502018HW0068C, 4th Avenue Safety

Improvements Phase A - 8th Street to 64th Street - Borough of Brooklyn

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 20<sup>th</sup> day of May, 2021.

(Seal)

JRCruz Corp. \_\_\_\_\_ (L.S.)

Principal

By: Evaristo Cruz, Jr., PE, CEO

(Seal)

Liberty Mutual Insurance Company

Surety

By: Lisa Nosal, Atty-In-Fact (973-890-0900; Fax 973-890-9038; lnosal@chagency.com)

(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 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of New Jersey County of Monmouth ss:

On this 20th day of May, 2021, before me personally came Evaristo Cruz, Jr., PE to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_  
74 Hickory Lane, Lincroft, NJ 07738 that he is the CEO of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Cynthia Anne Strodel  
Notary Public  
State of New Jersey  
Commission # 2303118  
My commission expires 07-21-23

**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.

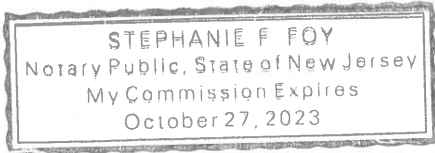
ACKNOWLEDGEMENT OF SURETY

State of New Jersey ]  
  |-ss  
County of Passaic    ]

On May 20, 2021, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

  
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200339-973841

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

all of the city of Totowa state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2020

| Assets   |                                | Liabilities                                  |                                |
|--|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits.....                    | \$2,058,007,542                | Unearned Premiums .....                      | \$8,448,706,991                |
| *Bonds — U.S Government .....                  | 2,209,760,437                  | Reserve for Claims and Claims Expense.....   | 23,879,216,613                 |
| *Other Bonds .....                             | 15,902,755,586                 | Funds Held Under Reinsurance Treaties .....  | 343,068,613                    |
| *Stocks.....                                   | 18,517,107,230                 | Reserve for Dividends to Policyholders ..... | 1,192,716                      |
| Real Estate .....                              | 193,169,809                    | Additional Statutory Reserve.....            | 77,397,000                     |
| Agents' Balances or Uncollected Premiums ..... | 6,970,170,469                  | Reserve for Commissions, Taxes and           |                                |
| Accrued Interest and Rents .....               | 118,399,147                    | Other Liabilities.....                       | 6,279,510,804                  |
| Other Admitted Assets .....                    | 12,079,597,645                 | <b>Total</b> .....                           | <b>\$39,029,092,737</b>        |
|  |                                | Special Surplus Funds .....                  | \$178,155,102                  |
|  |                                | Capital Stock .....                          | 10,000,075                     |
|  |                                | Paid in Surplus.....                         | 10,945,045,214                 |
|  |                                | Unassigned Surplus .....                     | 7,886,674,737                  |
| <b>Total Admitted Assets.....</b>              | <b><u>\$58,048,967,865</u></b> | <b>Surplus to Policyholders .....</b>        | <b>19,019,875,128</b>          |
|  |                                | <b>Total Liabilities and Surplus .....</b>   | <b><u>\$58,048,967,865</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25<sup>th</sup> day of March, 2021.

*T. Mikolajewski*

\_\_\_\_\_  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |                                      |               |
|---|--|--|--|--------------------------------------|---------------|
| <b>PRODUCER</b><br>C & H Agency<br>783 Riverview Drive<br>P.O. Box 324<br>Totowa NJ 07511 |  | <b>CONTACT NAME:</b> Angela McNab<br><b>PHONE (A/C, No, Ext):</b> (973) 890-0900<br><b>E-MAIL ADDRESS:</b> amcnab@chagency.com |  | <b>FAX (A/C, No):</b> (973) 812-9860 |               |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |                                      | <b>NAIC #</b> |
|   |  | <b>INSURER A:</b> Starr Indemnity & Liability Co.  |  |                                      | 38318         |
|   |  | <b>INSURER B:</b> Columbia Casualty Co.  |  |                                      | 31127         |
|   |  | <b>INSURER C:</b> NY State Insurance Fund  |  |                                      | 36102         |
|   |  | <b>INSURER D:</b>  |  |                                      |               |
|   |  | <b>INSURER E:</b>  |  |                                      |               |
|   |  | <b>INSURER F:</b>  |  |                                      |               |
| <b>INSURED</b><br>JRCRUZ Corp.<br>33 West Main Street<br>Holmdel NJ 07733                 |  |  |  |                                      |               |

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 GL,A,U(10) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 1000090014211 | 07/01/2021              | 07/01/2022              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED<br><input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY      | Y         | Y        | 1000635864211 | 07/01/2021              | 07/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$   | Y         | Y        | 1000095007211 | 07/01/2021              | 07/01/2022              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A       | Y        | 100 0004664   | 07/01/2021              | 07/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| B        | <b>PROFESSIONAL LIABILITY</b>  | Y         | Y        | 6081410708    | 07/01/2021              | 07/01/2022              | Per Claim: \$1,000,000<br>Aggregate: \$1,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: FMS ID# HWK1669A; E-PIN# 85018B0119001; DDC PIN# 8502018HW0068C: 4th Avenue Safety Improvements, Phase A - 8th Street to 64th Street, Borough of Brooklyn.  
See attached for Additional Insureds and wording.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>New York City Department of Design & Construction<br>30-30 Thomson Avenue<br>Long Island City NY 11101 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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AGENCY CUSTOMER ID: 00001653

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|                        |           |                                |  |
|------------------------|-----------|--------------------------------|--|
| AGENCY<br>C & H Agency |           | NAMED INSURED<br>JR CRUZ Corp. |  |
| POLICY NUMBER          |           |                                |  |
| CARRIER                | NAIC CODE | EFFECTIVE DATE:                |  |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

### C. WORKERS COMPENSATION (NEW YORK OPERATIONS)

- Carrier: NY State Insurance Fund (36102)

- Policy# Z1323794-6

- Dates: 4/1/2021 - 4/1/2022

- Limits: Unlimited

\*(For Reference Only - NYSIF Certificate to Follow)\*



## ADDITIONAL REMARKS SCHEDULE

|                               |                  |                                       |  |
|-------------------------------|------------------|---------------------------------------|--|
| <b>AGENCY</b><br>C & H Agency |                  | <b>NAMED INSURED</b><br>JR CRUZ Corp. |  |
| <b>POLICY NUMBER</b>          |                  | <b>EFFECTIVE DATE:</b>                |  |
| <b>CARRIER</b>                | <b>NAIC CODE</b> |                                       |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

The following are included as Additional Insureds on a Primary and Non-Contributory basis with respect to this project, with coverage at least as broad as the latest version of ISO forms CG 2010, CG 2026 & CG 2037, but only if required by written and signed contract per attached policy forms:

- The City of New York, including its officials and employees;
- New York State, including its officials and employees;
- Federal Highway Administration (FHWA), its officials and employees;
- The New York City Transit Authority (NYCTA);
- Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA);
- Staten Island Rapid Transit Operation Authority (SIRTOA);
- Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

|  |                                     |   |  |   |
|--|-------------------------------------|---|--|---|
| AGENCY<br>C & H Agency<br>783 Riverview Drive<br>P.O. Box 324<br>Totowa NJ 07511 |                                     | PHONE<br>(A/C, No, Ext): (973) 890-0900 | COMPANY<br>Aspen American Insurance Co.<br>50 Madison Ave.<br>6th Floor<br>New York NY 10022 |   |
| FAX<br>(A/C, No): (973) 812-9860   | E-MAIL ADDRESS: amcnab@chagency.com |   |  |   |
| CODE:  | SUB CODE:                           |   |  |   |
| AGENCY CUSTOMER ID #: 00001653   |                                     | LOAN NUMBER                             |  | POLICY NUMBER<br>IMZ 267021                                       |
| INSURED<br>JR CRUZ Corp.<br>33 West Main Street<br>Holmdel NJ 07733              |                                     | EFFECTIVE DATE<br>7/1/2021              | EXPIRATION DATE<br>7/1/2022  | <input type="checkbox"/> CONTINUED UNTIL<br>TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED:  |                                     |   |  |   |

## PROPERTY INFORMATION

### LOCATION/DESCRIPTION

Contents of Engineer's Field Office as required by NYC DDC FMS ID# HWK1669A, E-PIN# 85018B0119001, DDC PIN# 8502018HW0068C: 4th Avenue Safety Improvements, Phase A - 8th Street to 64th Street, Borough of Brooklyn.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION


| COVERAGE / PERILS / FORMS     | AMOUNT OF INSURANCE | DEDUCTIBLE |
|-------------------------------|---------------------|------------|
| Special Form Property Floater | \$40,000            | \$1,000    |

## REMARKS (Including Special Conditions)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

|  |            |                    |
|--|------------|--------------------|
| NAME AND ADDRESS<br><br>New York City Department of Design & Construction<br>30-30 Thomson Ave<br>Long Island City, NY 11101           | MORTGAGEE  | ADDITIONAL INSURED |
|  | LOSS PAYEE |                    |
|  | LOAN #     |                    |
| AUTHORIZED REPRESENTATIVE<br>Robert Culnen/EMILY  |            |                    |



Dallas, TX 1-866-519-2522

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **Omnibus Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization Endorsement**

**Policy Number:** 1000090014211

**Effective Date:** 07/01/2021

**Named Insured:** JrCruz Corp.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby agreed as follows:

1. The following applies to construction contracts requiring:
  - a. ISO Additional Insured endorsement CG 20 10 10 01; or
  - b. ISO Additional Insured – Owners, Lessees or Contractors- (Form B) endorsement CG 20 10 11 85 or its equivalent

on the insurance policy:

### SCHEDULE

**Name of Person or Organization:**

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### **2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of



Dallas, TX 1-866-519-2522

the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by

any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- 2. Subject to paragraph 1. above, the following applies to construction contracts requiring ISO Additional Insured endorsement CG 20 10 07 04 on the insurance policy:

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s):</b>  | <b>Location(s) Of Covered Operations</b> |
|--|--|
| Where required by written contract.  | Where required by written contract.      |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



Dallas, TX 1-866-519-2522

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another

contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. Subject to paragraphs 1. and 2. above, the following applies to all other construction contracts, including specifically those contracts requiring ISO Additional Insured endorsement CG 20 10 04 13 on the insurance policy:

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s):</b>  | <b>Location(s) Of Covered Operations</b> |
|--|--|
| Where required by written contract.  | Where required by written contract.      |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:



**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

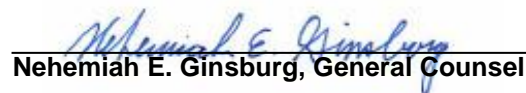
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

  
Steve Blakey, President

  
Nehemiah E. Ginsburg, General Counsel



Dallas, TX 1-866-519-2522

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**Omnibus Additional Insured – Owners, Lessees or Contractors – Completed Operations Endorsement**

**Policy Number:** 1000090014211

**Effective Date:** 07/01/2021

**Named Insured:** JrCruz Corp.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is hereby agreed as follows:

1. The following applies to construction contracts requiring:
  - a. ISO Additional Insured endorsement CG 20 37 10 01; or
  - b. ISO Additional Insured – Owners, Lessees or Contractors- (Form B) endorsement CG 20 10 11 85 or its equivalent

on the insurance policy:

**SCHEDULE**

|   |
|---|
| <p><b>Name of Person or Organization:</b></p> <p>Where Required by written Contract</p>                   |
| <p><b>Location and Description of Completed Operations:</b></p> <p>Where Required by written Contract</p> |
| <p><b>Additional Premium:</b></p> <p>N/A</p>  |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".





Dallas, TX 1-866-519-2522

- 2. Subject to paragraph 1. above, the following applies to construction contracts requiring ISO Additional Insured endorsement CG 20 37 07 04 on the insurance policy:

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s):</b>  | <b>Location And Description Of Completed Operations</b> |
|--|---|
| Where Required by written Contract   | Where Required by written Contract                      |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- 3. Subject to paragraphs 1. and 2. above, the following applies to all other construction contracts, including specifically those contracts requiring ISO Additional Insured endorsement CG 20 37 04 13 on the insurance policy:

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s):</b> | <b>Location And Description Of Completed Operations</b> |
|---|---|
| Where Required by written Contract                              | Where Required by written Contract                      |
|   |   |
|   |   |



Dallas, TX 1-866-519-2522

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;


whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

  
\_\_\_\_\_  
Steve Blakey, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

^ ^ ^ ^ ^ ^ 223373796

LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038



SCAN TO VALIDATE  
AND SUBSCRIBE

**POLICYHOLDER**  
JR CRUZ CORP.  
33 WEST MAIN STREET  
HOLMDEL NJ 07733

**CERTIFICATE HOLDER**  
NEW YORK CITY DEPARTMENT OF  
DESIGN & CONSTRUCTION  
30-30 THOMSON AVENUE  
LONG ISLAND CITY NY 11101

|                                      |                                     |  |                           |
|--------------------------------------|-------------------------------------|--|---------------------------|
| <b>POLICY NUMBER</b><br>Z 1323 794-6 | <b>CERTIFICATE NUMBER</b><br>150526 | <b>POLICY PERIOD</b><br>04/01/2021 TO 04/01/2022 | <b>DATE</b><br>02/23/2021 |
|--------------------------------------|-------------------------------------|--|---------------------------|

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1323 794-6, 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 YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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

VALIDATION NUMBER: 191728165





# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

|  |  |
|--|--|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>JRCRUZ CORP<br/>33 W MAIN STREET<br/>HOLMDEL, NJ 07733</p> <p><i>Work location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured</p> <p>732-290-0700</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>22-3373796</p> |
|--|--|

|  |  |
|--|--|
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION<br/>3030 THOMSON AVE<br/>LONG ISLAND CITY, NY 11101</p> | <p>3a. Name of Insurance Carrier</p> <p>The Guardian Life Insurance Company of America</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>00952226 0001</p> <p>3c. Policy effective period</p> <p>6/13/2021 to 6/13/2022</p> |
|--|--|

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 06/15/2021 By Raymond J. Marra  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Raymond J. Marra - Senior Vice President, Group and Worksite Products

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

# THE STATE INSURANCE FUND

199 Church St, New York, NY, 10007-1100

(888) 875-5790

|   |                         |  |                                    |
|---|-------------------------|--|------------------------------------|
| Document Type:<br><b>INFORMATION PAGE</b> | Group No:<br><b>469</b> | Period Covered: *<br><b>04/01/2021 TO 04/01/2022</b> | R.B. File No:<br><b>000628138R</b> |
|---|-------------------------|--|------------------------------------|

**INSURED: Z 1323 794-6**

**GROUP MANAGER: 469**

**JRCRUZ CORP.  
33 WEST MAIN STREET  
HOLMDEL NJ 07733**

**LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038**

|   |
|---|
| Policy No:<br><b>Z 1323 794-6</b>       |
| Date:<br><b>02/18/2021</b>              |
| Document Number:<br><b>E10001380396</b> |

**MP 1826**

\* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

**TYPE OF BUSINESS: CORPORATION**

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## LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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(For Attachment to Above Numbered Workers' Compensation and Employers' Liability Policy)

IT IS HEREBY UNDERSTOOD AND AGREED THAT: the provisions of this endorsement are effective at 12:01 a.m. and terminate at 12:01 a.m. of the dates in the "Period Covered" shown above.

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act.

The definition of workers' compensation law includes the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950) and any amendment to that Act that is in effect during the policy period.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The insurance afforded by Part Two (Employers' Liability Insurance) is subject to the following provisions.

A. How This Insurance Applies is replaced by the following.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your operations in the state of New York.
3. The bodily injury must occur in the territorial limits of the continental United States of America or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions or Canada.

C. Exclusions is changed by adding the following.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit . This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.

(OVER)

This endorsement includes, with their permission, some copyright materials of the National Council on Compensation Insurance and the New York Compensation Insurance Rating Board.

D. We will Defend is changed by adding the following statement.

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

I. Limits of Liability is added as follows.

Our liability to pay damages for bodily injury on navigable waters to your employees whose work is subject to the Longshore and Harbor Workers' Compensation Act is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. BODILY INJURY BY ACCIDENT. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. BODILY INJURY BY DISEASE. The limit shown for "bodily injury by disease-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees during each policy period. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Part Five (Conditions) is amended as follows.

D. Cancellation is replaced by the following.

D. Cancellation

1. You may cancel this endorsement. You must mail or deliver not less than thirty days advance written notice to us stating when cancellation is to take effect.

2. We may cancel this endorsement. We must mail or deliver to you and the district commissioner not less than thirty days advance notice stating the day and hour when cancellation is to take effect. Mailing that notice to any insured at a mailing address shown in the Information Page is sufficient to prove notice. If cancellation is due to non-payment of premium, premium payments received by us after cancellation is effective will not reinstate this insurance. Such payments will be credited to your account to cover any balance due on the final premium.

#### SCHEDULE

Limits of Liability under Part Two are:

|                           |                         |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease  | \$500,000 aggregate     |
| Bodily Injury by Disease  | \$100,000 each employee |

THE STATE INSURANCE FUND



Director, Insurance Fund Underwriting

This endorsement includes, with their permission, some copyright materials of the National Council on Compensation Insurance and the New York Compensation Insurance Rating Board.



06/18/2021



400  
FRANKLIN, TN 37067

**Binder**

Policy Number: G73549486 001

Renewal of: NEW

**Named Insured & Address:**

New York City Transit Authority (NYCT), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, MTA Capital Construction (MTACC), MTA Bus Company (MTA Bus), and the City of New York (City as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.  
2 Broadway  
New York, NY 10004

**Job Location & Work:**

HWK1669A DDC PIN 850202018HW0068C

4th Avenue Safety Improvements Phase A-8th Street to 64th Street-Borough of Brooklyn

Work within 50 feet: Demo & Temporary shielding of grates; rebar; pre-cast concrete/concrete and grates structures



Location: 4th Avenue from 8th Street to 64th Street in  
Borough of Brooklyn, NY

**Designated Contractor & Mailing Address:** JR Cruz Corp.  
33 W Main Street  
Holmdel, NJ 07733

**Governmental Entity Or Authority Or  
Other Contracting Party:** N/A

We are pleased to offer the following coverage binder for the above referenced account. This binder is based on the Company's policy forms and endorsements and supersedes the submitted coverage specifications.

Please read this binder carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned below are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior quotations. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This binder has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this binder.

**Policy Period:** From: 06/17/2021 To: 02/17/2024

**Company:** Westchester Fire Insurance Company

**Coverage:** Railroad Protective Liability

|                |                   |             |
|----------------|-------------------|-------------|
| <b>Limit :</b> | Each Occurrence   | \$2,000,000 |
|                | General Aggregate | \$6,000,000 |

**Advance Premium:** \$41,876.00

**Minimum Earned Premium:** 100 % of Advance Premium (Earned at Inception).

**Term Minimum Premium:** 100 % of Advance Premium

**Total Amount Due:** \$41,876.00

**Rate:** FLAT

**Estimated Exposure** FLAT

**Terms & Conditions:**

## **TERRORISM RISK INSURANCE ACT:**

Attached please find a Disclosure Notice required by The Federal Risk Insurance Act.

The TRIA premium charge is \$821 , which is included in the premium as shown.

if accepted

### **Cap On Losses From Certified Acts of Terrorism**

Excludes losses arising out of a "Certified Act of Terrorism" for which we are not responsible under the terms of the Terrorism Risk Insurance Act due to application of the \$100 billion annual aggregate cap.

In addition to the above exclusions, to clarify our intent under umbrella and excess policies, as respects coverage that may be afforded under this policy for terrorism, in no event will we drop-down below our occurrence attachment point, indicated in our binder and set forth on the declarations page on the policy.

## **ADDITIONAL TERMS AND CONDITIONS**

### **Form(s):**

| <b>Form Number</b> | <b>Edition</b> | <b>Title</b>  |
|--------------------|----------------|---|
| CC1k11i            | 02/18          | Signatures  |
| CG0035             | 04/13          | Railroad Protective Liability Coverage Form   |
| CG3371             | 03/05          | Silica Or Silica-Related Dust Exclusion   |
| GLE0145            | 04/13          | Absolute Asbestos Exclusion   |
| IL0023             | 07/02          | Nuclear Energy Liability Exclusion Endorsement  |
| ALL21101           | 11/06          | Trade Or Economic Sanctions Endorsement   |
| CG2615             | 04/17          | New York Changes - Railroad Protective Liability Coverage Form  |
| CG2636             | 12/93          | New York Changes - Transfer of Duties When A Limit of Insurance Is Used Up                            |
| CG2868             | 01/14          | New York Changes - Cancellation and Nonrenewal  |
| ILP001             | 01/04          | U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders |
| CG2170             | 01/15          | Cap on Losses From Certified Acts of Terrorism  |

TR45231a

08/20

Policyholder Disclosure - Notice of Terrorism Insurance  
Coverage

**Remarks:**

- Actual coverage will be determined by and in accordance with the policy as issued by the insurer.

Any questions, please call or e-mail. Thank you.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$821, and does not include any charges for the portion of losses covered by the United States government under the Act.

CITY OF NEW YORK

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

C&H Agency

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

783 Riverview Drive, Totowa, NJ 07512

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

emilyc@chagency.com

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

973-890-0900 / 973-812-9860

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

*Emily Coghlan*

\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

Emily Coghlan - Service Representative

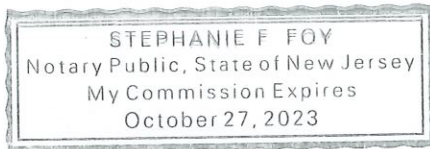
\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of New Jersey )  
 ) ss.:  
County of Passaic )

Sworn to before me this 29 day of June, 2021

*Stephanie F. Foy*

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF New Jersey



(NO TEXT ON THIS PAGE)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

**LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS**

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages). Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages).

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.



**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/contract/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at [comptroller.nyc.gov/wages](http://comptroller.nyc.gov/wages).

Wasył Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**ASBESTOS HANDLER**  
**SEE HAZARDOUS MATERIAL HANDLER**

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**BLASTER**

**Blaster**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.21**

Supplemental Benefit Rate per Hour: **\$42.53**

**Blaster- Hydraulic Trac Drill**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$42.53**

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.52**

Supplemental Benefit Rate per Hour: **\$42.53**

**Blaster - Journeyperson**

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.53**

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$42.53**

**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

### Paid Holidays

Labor Day  
Thanksgiving Day

### Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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## BOILERMAKER

### Boilermaker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$57.17

Supplemental Benefit Rate per Hour: \$43.62

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).  
Labor Day

### **Paid Holidays**

Good Friday  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's Day

### **Shift Rates**

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## **BRICKLAYER**

### **Bricklayer**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$55.10  
Supplemental Benefit Rate per Hour: \$31.20

### **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  
President's Day  
Memorial Day  
Independence Day  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

**Paid Holidays**  
None

**Shift Rates**  
Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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## **CARPENTER - BUILDING COMMERCIAL**

### **Building Commercial**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$52.50**  
Supplemental Benefit Rate per Hour: **\$46.28**

### **Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.  
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**  
None

### **Shift Rates**

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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**CARPENTER - HEAVY CONSTRUCTION WORK**  
(Construction of Engineering Structures and Building Foundations)

**Heavy Construction Work**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$50.67

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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## **CARPENTER - HIGH RISE CONCRETE FORMS** **(Excludes Engineering Structures and Building Foundations)**

### **Carpenter High Rise A**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.34**

### **Carpenter High Rise B**

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.65**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

## **CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST**

### **Carpenter - Hod Hoist**

(Assisted by Mason Tender)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.46**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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## **CEMENT & CONCRETE WORKER**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Cement & Concrete Worker**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$26.00

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

**Cement & Concrete Worker - (Hired after 2/6/2016)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$32.00

Supplemental Benefit Rate per Hour: \$18.00

Supplemental Note: \$19.50 on Saturdays; \$21.00 on Sundays & Holidays

**Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

**Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

**Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## CEMENT MASON

### Cement Mason

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.97

Supplemental Benefit Rate per Hour: \$39.71

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

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## CORE DRILLER

### Core Driller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$39.69

Supplemental Benefit Rate per Hour: \$25.45

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Core Driller Helper**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.62**

Supplemental Benefit Rate per Hour: **\$25.45**

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.46**

Supplemental Benefit Rate per Hour: **\$25.45**

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.30**

Supplemental Benefit Rate per Hour: **\$25.45**

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$22.13**

Supplemental Benefit Rate per Hour: **\$25.45**

**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## **DERRICKPERSON AND RIGGER**

### **Derrick Person & Rigger**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

### **Derrick Person & Rigger - Site Work**

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

### **Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

### **Overtime**

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## DIVER

### Diver (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$67.94

Supplemental Benefit Rate per Hour: \$50.67

### Diver Tender (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.24

Supplemental Benefit Rate per Hour: \$50.67

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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## DOCKBUILDER - PILE DRIVER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Dockbuilder - Pile Driver**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$50.67

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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**DRIVER: TRUCK (TEAMSTER)**

**Driver - Dump Truck**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$47.22

Supplemental Note: Over 40 hours worked: at time and one half rate - \$20.58; at double time rate - \$27.44

**Driver - Tractor Trailer**

Effective Period: 7/1/2018 - 6/30/2019



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.97**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30; at double time rate - \$24.41

**Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.53**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30 at double time rate - \$24.41

**Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Driver Redi-Mix (Sand & Gravel)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$44.12

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

**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

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

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**ELECTRICIAN**

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Electrician "A" (Regular Day / Day Shift)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$56.00  
Supplemental Benefit Rate per Hour: \$55.72

**Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$84.00  
Supplemental Benefit Rate per Hour: \$59.23

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$65.71  
Supplemental Benefit Rate per Hour: \$63.52

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$98.57  
Supplemental Benefit Rate per Hour: \$67.64

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$73.60  
Supplemental Benefit Rate per Hour: \$70.09

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$110.40  
Supplemental Benefit Rate per Hour: \$74.70

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 \$25.92.

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**Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$29.00

Supplemental Benefit Rate per Hour: \$22.65

First and Second Year "M" Wage Rate Per Hour: \$24.50

First and Second Year "M" Supplemental Rate: \$20.30

**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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.50

Supplemental Benefit Rate per Hour: \$24.47

First and Second Year "M" Wage Rate Per Hour: \$36.75

First and Second Year "M" Supplemental Rate: \$21.84

**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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**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: 7/1/2018 - 3/9/2019

Wage Rate per Hour: **\$32.90**

Supplemental Benefit Rate per Hour: **\$16.82**

Supplemental Note: **\$15.32** only after 8 hours worked in a day

Effective Period: 3/10/2019 - 6/30/2019

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: **\$16.06** 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Paid Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

**Vacation**

- At least 1 year of employment.....ten (10) days
- 5 years or more of employment.....fifteen (15) days
- 10 years of employment.....twenty (20) days
- Plus one Personal Day per year

**Sick Days:**

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$56.00  
Supplemental Benefit Rate per Hour: \$57.63

**Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$42.16  
Supplemental Benefit Rate per Hour: \$42.19

**Electrician - Electro Pole Maintainer**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.11

Supplemental Benefit Rate per Hour: \$37.93

### Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$64.48

Supplemental Benefit Rate per Hour: \$35.80

### 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime**

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

**Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.49

Supplemental Benefit Rate per Hour: \$35.65

**Overtime Description**

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

### Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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## ENGINEER

### Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.99

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$110.38

### Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$66.92

Supplemental Benefit Rate per Hour: \$38.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$107.07

**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: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$63.44  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$101.50

**Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$66.60  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$106.56

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$87.74  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$140.38

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$43.66

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$69.86

**Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$44.82  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$71.71

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$59.97  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$95.95

**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: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$41.22  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$65.95

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$63.75  
Supplemental Benefit Rate per Hour: \$38.28  
Supplemental Note: \$69.16 on overtime  
Shift Wage Rate: \$102.00

**Engineer - Steel Erection Oiler I**

On a Truck Crane

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$59.61

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$95.38

### Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.16

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$72.26

### **Overtime Description**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

### **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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### Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.01**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.89**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

### Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

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## ENGINEER - CITY SURVEYOR AND CONSULTANT

### Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.90**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

### Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.81**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

### Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.34**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
(Construction of Building Projects, Concrete Superstructures, etc.)

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$63.81**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.60**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.11**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - FIELD (HEAVY CONSTRUCTION)**  
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,  
Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$72.19

Supplemental Benefit Rate per Hour: \$35.32

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.03

Supplemental Benefit Rate per Hour: \$35.32

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$44.51

Supplemental Benefit Rate per Hour: \$35.32

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 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



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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## **ENGINEER - FIELD (STEEL ERECTION)**

### **Field Engineer - Steel Erection Party Chief**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.31**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

### **Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.47**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

### **Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$35.14**

Supplemental Benefit Rate per Hour: **\$34.82**

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

### **Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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## **ENGINEER - OPERATING**

### **Operating Engineer - Road & Heavy Construction I**

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$79.03**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$126.45**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$81.79**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$130.86**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$84.39**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$135.02**

### **Operating Engineer - Road & Heavy Construction IV**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$82.38**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$131.81**

**Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$80.77**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$129.23**

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$76.78**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$122.85**

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$62.16**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$99.46**

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$48.42**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$60.82**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$73.05

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$116.88

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$67.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$107.54

**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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.38

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$83.81

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$77.58

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$124.13

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$75.16

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Wage Rate: \$120.26

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$71.89

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$115.02

**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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$77.97

**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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.69

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$109.90

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$69.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$110.74

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$98.99**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours  
Shift Wage Rate: **\$158.38**

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$76.78**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours  
Shift Wage Rate: **\$122.85**

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$74.81**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours  
Shift Wage Rate: **\$119.70**

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$63.40**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours  
Shift Wage Rate: **\$101.44**

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$82.02**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$49.10**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$65.70**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$84.83**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$135.73**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$81.54**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$130.46**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$48.69**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: \$57.75 overtime hours  
Shift Wage Rate: **\$77.90**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$46.39**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours  
Shift Wage Rate: **\$74.22**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$67.78**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** 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: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$50.96**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$77.03**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$81.56**  
Supplemental Benefit Rate per Hour: **\$31.85**  
Supplemental Note: **\$57.75** overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$75.21**  
Supplemental Benefit Rate per Hour: **\$31.85**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$57.75 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$74.43

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$59.35

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

For New House Car projects Wage Rate per Hour \$47.54

**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  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Operating Engineer Local #14)

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## **FLOOR COVERER**

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

### **Floor Coverer**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

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)

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**GLAZIER**  
**(New Construction, Remodeling, and Alteration)**

**Glazier**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.55**

Supplemental Benefit Rate per Hour: **\$41.39**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$62.10**

**Overtime Description**

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

**Overtime**

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

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**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

under \$141,750. 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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.06

Supplemental Benefit Rate per Hour: \$21.54

**Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

**Handler**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$16.45

**Overtime**

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Easter

### Paid Holidays

None

(Local #78 and Local #12A)

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## HEAT AND FROST INSULATOR

### Heat & Frost Insulator

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$61.21  
Supplemental Benefit Rate per Hour: \$39.46

### 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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) (BCA)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)**

**House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.88**

Supplemental Benefit Rate per Hour: **\$29.47**

**House Wrecker - Tier B**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.11**

Supplemental Benefit Rate per Hour: **\$21.88**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$52.62

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

**Overtime Description**

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

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## **IRON WORKER - STRUCTURAL**

### **Iron Worker - Structural**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$73.95**

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

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### **Shift Rates**

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #40 & #361)

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## **LABORER**

**(Foundation, Concrete, Excavating, Street Pipe Layer and Common)**

### **Laborer**

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.63**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Labor Day

Thanksgiving Day

### **Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.25**

Supplemental Benefit Rate per Hour: **\$16.05**

### **Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.25**

Supplemental Benefit Rate per Hour: **\$16.05**

### **Landscaper (up to 3 years experience)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.75**

Supplemental Benefit Rate per Hour: **\$16.05**

### **Groundperson**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.75**

Supplemental Benefit Rate per Hour: **\$16.05**

### **Tree Remover / Pruner**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$35.25**

Supplemental Benefit Rate per Hour: **\$16.05**

### **Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.25**

Supplemental Benefit Rate per Hour: **\$16.05**

### **Watering - Plant Maintainer**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.22**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.05

### Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

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## MARBLE MECHANIC

### Marble Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$40.35

### Marble Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.21

Supplemental Benefit Rate per Hour: \$37.71

### Marble Polisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$37.99

Supplemental Benefit Rate per Hour: \$29.48

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

## Overtime

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## Paid Holidays

None

(Local #7)

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## MASON TENDER

### Mason Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

## 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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**

**Mason Tender Tier A**

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$24.50**

**Mason Tender Tier B**

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.63**

Supplemental Benefit Rate per Hour: **\$18.82**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Local #79)

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**METALLIC LATHER**

**Metallic Lather**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$44.92**

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  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.70

Supplemental Benefit Rate per Hour: \$53.21

### 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  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #740)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.35 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 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

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #7)

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## **PAINTER**

### **Painter - Brush & Roller**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

### **Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(District Council of Painters #9)

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## **PAINTER - METAL POLISHER**

### **METAL POLISHER**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.58

Supplemental Benefit Rate per Hour: \$7.16

**METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.53

Supplemental Benefit Rate per Hour: \$7.16

**METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.08

Supplemental Benefit Rate per Hour: \$7.16

**Overtime Description**

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

## **PAINTER - SIGN**

### **Sign Painter**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.16**

Supplemental Benefit Rate per Hour: **\$16.04**

### **Assistant Sign Painter**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.97**

Supplemental Benefit Rate per Hour: **\$14.92**

### **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

### **Vacation**

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

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## **PAINTER - STRIPER**

### **Striper (paint)**

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

**Lineperson (thermoplastic)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; 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)

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**PAINTER - STRUCTURAL STEEL**

**Painters on Structural Steel**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$38.83**

**Painter - Power Tool**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Overtime Wage Rate: **\$6.00** above the "Painters on Structural Steel" overtime rate.

**Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

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**PAPERHANGER**

**Paperhanger**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.89**

Supplemental Benefit Rate per Hour: **\$33.13**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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**PAVER AND ROADBUILDER**

**Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.35

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

**Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work 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: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

**Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.95**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.35**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

**Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

**Overtime Description**

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Paid Holidays**

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day

## **Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

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## **PLASTERER**

### **Plasterer**

Effective Period: 7/1/2018 - 7/31/2018

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$25.87**

Effective Period: 8/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

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**PLASTERER - TENDER**

**Plasterer - Tender**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Mason Tenders District Council)

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## **PLUMBER**

### **Plumber**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.40**

Supplemental Benefit Rate per Hour: **\$33.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Plumber - Temporary Services**

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$54.80**

Supplemental Benefit Rate per Hour: **\$26.96**

### **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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)**  
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

**Plumber**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$41.55  
Supplemental Benefit Rate per Hour: \$16.61

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)**

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.47**

Supplemental Benefit Rate per Hour: **\$24.36**

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**

**Oil Trades (Installation and Maintenance)**

**Plumber - Pump & Tank**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$65.65**

Supplemental Benefit Rate per Hour: **\$25.06**

**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

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**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER  
(Exterior Building Renovation)**

**Journey person**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.57

Supplemental Benefit Rate per Hour: \$25.80

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**ROOFER**

**Roofer**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$33.37

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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## **SHEET METAL WORKER**

### **Sheet Metal Worker**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.65**

Supplemental Benefit Rate per Hour: **\$49.15**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.72**

Supplemental Benefit Rate per Hour: **\$49.15**

### **Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.  
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

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## **SHEET METAL WORKER - SPECIALTY (Decking & Siding)**

### **Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$25.66**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Local #28)



## **SHIPYARD WORKER**

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.19**

Supplemental Benefit Rate per Hour: **\$3.03**

### **Shipyard Mechanic - Second Class**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.87**

Supplemental Benefit Rate per Hour: **\$2.75**

### **Shipyard Laborer - First Class**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.89**

Supplemental Benefit Rate per Hour: **\$2.79**

### **Shipyard Laborer - Second Class**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.71**

Supplemental Benefit Rate per Hour: **\$2.55**

### **Shipyard Dockhand - First Class**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$2.78**

### **Shipyard Dockhand - Second Class**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.96**

Supplemental Benefit Rate per Hour: **\$2.60**

### **Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular rate for Sunday.  
Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Based on Survey Data

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**SIGN ERECTOR**  
(Sheet Metal, Plastic, Electric, and Neon)

**Sign Erector**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$48.50**  
Supplemental Benefit Rate per Hour: **\$52.89**

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.  
Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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## **STEAMFITTER**

### **Steamfitter I**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: **\$110.84**

### **Steamfitter -Temporary Services**

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

### **Overtime**

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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## Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public work contracts not to exceed \$1,500,000.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: **\$110.84**

## Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

## **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

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**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER  
(Maintenance and Installation Service Person)**

**Refrigeration and Air Conditioner Mechanic**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.50

Supplemental Benefit Rate per Hour: \$16.56

**Refrigeration and Air Conditioner Service Person V**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.10

Supplemental Benefit Rate per Hour: \$14.80

**Refrigeration and Air Conditioner Service Person IV**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.25

Supplemental Benefit Rate per Hour: \$13.36

**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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$24.24

Supplemental Benefit Rate per Hour: \$12.29

**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: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$20.10

Supplemental Benefit Rate per Hour: \$11.29

**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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$14.71

Supplemental Benefit Rate per Hour: \$10.12

**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

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638B)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## STONE MASON - SETTER

### Stone Mason - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.62

Supplemental Benefit Rate per Hour: \$41.65

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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## TAPER

### Drywall Taper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$25.61

### 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.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

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**TELECOMMUNICATION WORKER**

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects. Locate & mark underground telecommunications cables and utilities for street excavation.)

**Telecommunication Worker**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.66

Supplemental Benefit Rate per Hour: \$23.15

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day



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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

**Shift Rates**

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

**Vacation**

After 6 months.....one week.  
After 12 months but less than 7 years.....two weeks.  
After 7 or more but less than 15 years.....three weeks.  
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

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**TILE FINISHER**

**Tile Finisher**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$41.77**  
Supplemental Benefit Rate per Hour: **\$30.87**

**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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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**TILE LAYER - SETTER**

**Tile Layer - Setter**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.98**

Supplemental Benefit Rate per Hour: **\$35.38**

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving  
Christmas Day

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TIMBERPERSON

### Timberperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.10**

Supplemental Benefit Rate per Hour: **\$49.97**

### 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.

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: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$62.37**

Supplemental Benefit Rate per Hour: **\$52.39**

### **Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$60.21**

Supplemental Benefit Rate per Hour: **\$50.65**

### **Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.11**

Supplemental Benefit Rate per Hour: **\$49.74**

### **Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.04**

Supplemental Benefit Rate per Hour: **\$48.81**

### **Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.04**

Supplemental Benefit Rate per Hour: **\$48.81**

### **Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.87**

Supplemental Benefit Rate per Hour: **\$46.11**

### **Blasters (Free Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.52**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$50.03

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.97

Supplemental Benefit Rate per Hour: \$47.89

**All Others (Free Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.63

Supplemental Benefit Rate per Hour: \$44.29

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.58

Supplemental Benefit Rate per Hour: \$38.31

**Overtime Description**

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**WELDER**  
**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE**  
**PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

**ARTICLE 8 – NYC PUBLIC WORKS**

**OFFICE OF THE COMPTROLLER  
CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE  
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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## **BOILERMAKER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Boilermaker (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$31.26

### **Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$33.02

### **Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$34.78

### **Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$36.56

### **Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$38.32

### **Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$40.09

### **Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

## **BRICKLAYER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Bricklayer (First 750 Hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

### **Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

### **Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

### **Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

### **Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

### **Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 95% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

## **CARPENTER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

### **Carpenter (First Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

### **Carpenter (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

### **Carpenter (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

### **Carpenter (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

(Carpenters District Council)

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## **CARPENTER - HIGH RISE CONCRETE FORMS**

**(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)**

### **Carpenter - High Rise (First Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.20

### **Carpenter - High Rise (Second Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$23.95  
Supplemental Benefit Rate per Hour: \$16.33

**Carpenter - High Rise (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$30.53  
Supplemental Benefit Rate per Hour: \$16.46

**Carpenter - High Rise (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$38.15  
Supplemental Benefit Rate per Hour: \$16.61

(Carpenters District Council)

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**CEMENT MASON**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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**CEMENT AND CONCRETE WORKER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (First 1333 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.75

**Cement & Concrete Worker (Second 1333 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$23.03

**Cement & Concrete Worker (Last 1334 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$24.30

**Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: \$16.96  
Supplemental Benefit Rate Per Hour: \$11.80

**Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: \$22.08  
Supplemental Benefit Rate Per Hour: \$16.49

**Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: \$27.20  
Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2018 - 6/30/2019

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: 7/1/2018 - 6/30/2019

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: 7/1/2018 - 6/30/2019

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: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.54

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.54

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$33.54

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$33.54

(Carpenters District Council)

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**ELECTRICIAN**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$14.50  
Supplemental Benefit Rate per Hour: \$12.63  
Overtime Supplemental Rate Per Hour: \$13.58

**Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$15.50  
Supplemental Benefit Rate per Hour: \$13.14  
Overtime Supplemental Rate Per Hour: \$14.16

**Electrician (Second Term: 0-6 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$16.50  
Supplemental Benefit Rate per Hour: \$13.64  
Overtime Supplemental Rate Per Hour: \$14.73

**Electrician (Second Term: 7-12 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$17.50  
Supplemental Benefit Rate per Hour: \$14.15  
Overtime Supplemental Rate Per Hour: \$15.31

**Electrician (Third Term: 0-6 Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$18.50  
Supplemental Benefit Rate per Hour: \$14.66  
Overtime Supplemental Rate Per Hour: \$15.88

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$19.50  
Supplemental Benefit Rate per Hour: \$15.17  
Overtime Supplemental Rate Per Hour: \$16.45

**Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$20.50  
Supplemental Benefit Rate per Hour: \$15.68  
Overtime Supplemental Rate Per Hour: \$17.03

**Electrician (Fourth Term: 7-12 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$22.50  
Supplemental Benefit Rate per Hour: \$16.70  
Overtime Supplemental Rate Per Hour: \$18.18

**Electrician (Fifth Term: 0-12 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$24.50  
Supplemental Benefit Rate per Hour: \$20.30  
Overtime Supplemental Rate Per Hour: \$21.84

**Electrician (Fifth Term: 13-18 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$29.00  
Supplemental Benefit Rate per Hour: \$22.65  
Overtime Supplemental Rate Per Hour: \$24.47

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

(Local #3)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$30.89

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.38

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$32.36

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$33.34

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Per Hour: \$30.82

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Benefit Per Hour: \$31.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$32.26

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$33.23

(Local #1)

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**ENGINEER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$25.38  
Supplemental Benefit Rate per Hour: \$25.53

**Engineer - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$31.72  
Supplemental Benefit Rate per Hour: \$25.53

**Engineer - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$34.89  
Supplemental Benefit Rate per Hour: \$25.53

**Engineer - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$38.06  
Supplemental Benefit Rate per Hour: \$25.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #15)

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**ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour 40% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$21.60

**Operating Engineer - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$21.60

**Operating Engineer - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 60% of Journeyman's Rate  
Supplemental Benefit Per Hour: \$21.60

(Local #14)

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**FLOOR COVERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Floor Coverer (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.14

**Floor Coverer (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Floor Coverer (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.14

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

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**GLAZIER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Glazier (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.66

**Glazier (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$25.76

**Glazier (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.02

**Glazier (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.07

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**  
(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

**Handler (First 1000 Hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 78% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Second 1000 Hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Third 1000 Hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 83% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.25

**Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 89% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

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**HEAT & FROST INSULATOR**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**House Wrecker - First Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$18.79

**House Wrecker - Second Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$18.79

**House Wrecker - Third Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$18.79

**House Wrecker - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$18.79

(Mason Tenders District Council)

## **IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Iron Worker (Ornamental) - 1st Ten Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$40.20

### **Iron Worker (Ornamental) - 11 -16 Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$41.44

### **Iron Worker (Ornamental) - 17 - 22 Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$42.68

### **Iron Worker (Ornamental) - 23 - 28 Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$45.17

### **Iron Worker (Ornamental) - 29 - 36 Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$47.65

(Local #580)

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## **IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$26.27  
Supplemental Benefit Rate per Hour: \$51.18

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$26.87  
Supplemental Benefit Rate per Hour: \$51.18

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$27.47  
Supplemental Benefit Rate per Hour: \$51.18

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE  
LAYER & COMMON)**

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First  
1000 hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Second 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Third 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Fourth 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$42.63

(Local #731)

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**MARBLE MECHANICS**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
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: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Cutters & Setters - Sixth 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Polishers & Finishers - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 90% of Journeyman's rate

(Local #7)

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**MASON TENDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.90

**Mason Tender - Second Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.90

**Mason Tender - Third Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$24.29**  
Supplemental Benefit Rate per Hour: **\$19.95**

**Mason Tender - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$26.95**  
Supplemental Benefit Rate per Hour: **\$19.95**

(Local #79)

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**METALLIC LATHER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$26.38**  
Supplemental Benefit Rate per Hour: **\$14.96**

**Metallic Lather (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$30.38**  
Supplemental Benefit Rate per Hour: **\$16.96**

**Metallic Lather (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$35.38**  
Supplemental Benefit Rate per Hour: **\$18.92**

**Metallic Lather (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: **\$37.38**  
Supplemental Benefit Rate per Hour: **\$19.92**

(Local #46)

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## **MILLWRIGHT**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Millwright (First Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$34.28

### **Millwright (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$33.48

Supplemental Benefit Rate per Hour: \$37.88

### **Millwright (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$42.13

### **Millwright (Fourth Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.93

Supplemental Benefit Rate per Hour: \$48.69

(Local #740)

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## **PAINTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Painter - Brush & Roller - First Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$14.46

### **Painter - Brush & Roller - Second Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$21.25  
Supplemental Benefit Rate per Hour: \$18.63

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$25.50  
Supplemental Benefit Rate per Hour: \$21.86

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$34.00  
Supplemental Benefit Rate per Hour: \$27.88

(District Council of Painters)

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**PAINTER - METAL POLISHER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metal Polisher (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$13.00  
Supplemental Benefit Rate per Hour: \$5.13

**Metal Polisher (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$13.00  
Supplemental Benefit Rate per Hour: \$5.13

**Metal Polisher (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$15.75  
Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

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## **PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Painters - Structural Steel (First Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

### **Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

### **Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

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## **PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.36

Supplemental Benefit Rate per Hour: \$20.30

### **Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$20.30

(Local #1010)

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## **PLASTERER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2018 - 7/31/2018  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$13.43

Effective Period: 8/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$13.88

### **Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2018 - 7/31/2018  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$13.91

Effective Period: 8/1/2018 - 6/30/2019  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$14.36

### **Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2018 - 7/31/2018  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.88

Effective Period: 8/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$16.44

### **Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2018 - 7/31/2018  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$16.96

Effective Period: 8/1/2018 - 6/30/2019  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.53

### **Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2018 - 7/31/2018  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$19.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 8/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$19.72

**Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2018 - 7/31/2018  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$20.21

Effective Period: 8/1/2018 - 6/30/2019  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$20.81

(Local #530)

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**PLASTERER - TENDER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plasterer Tender - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$21.39  
Supplemental Benefit Rate per Hour: \$19.90

**Plasterer Tender - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$22.54  
Supplemental Benefit Rate per Hour: \$19.90

**Plasterer Tender - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$24.29  
Supplemental Benefit Rate per Hour: \$19.95

**Plasterer Tender - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$26.95  
Supplemental Benefit Rate per Hour: \$19.95



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #79)

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## **PLUMBER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.28**

Supplemental Benefit Rate per Hour: **\$5.43**

### **Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$6.43**

### **Plumber - Second Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.93**

Supplemental Benefit Rate per Hour: **\$18.10**

### **Plumber - Third Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.03**

Supplemental Benefit Rate per Hour: **\$18.10**

### **Plumber - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.88**

Supplemental Benefit Rate per Hour: **\$18.10**

### **Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$33.28**

Supplemental Benefit Rate per Hour: **\$18.10**

### **Plumber - Fifth Year: 2nd Six Months**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$45.35  
Supplemental Benefit Rate per Hour: \$18.10

(Plumbers Local #1)

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**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER**  
(Exterior Building Renovation)  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$25.89  
Supplemental Benefit Rate per Hour: \$13.64

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$28.97  
Supplemental Benefit Rate per Hour: \$18.15

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$34.12  
Supplemental Benefit Rate per Hour: \$20.90

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate per Hour: \$41.33  
Supplemental Benefit Rate per Hour: \$21.60

(Bricklayer District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**ROOFER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Roofer - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 35% of Journeyman's Rate  
Supplemental Rate Per Hour: 20% of Journeyman's Rate

**Roofer - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Roofer - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Roofer - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

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**SHEET METAL WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 25% of Journeyman's rate  
Supplemental Rate Per Hour: \$6.45

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$18.07

**Sheet Metal Worker (19-30 Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$24.76

**Sheet Metal Worker (31-36 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.17

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$29.17

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.85

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$35.85

**Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$40.30

(Local #28)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$15.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyman's rate  
Supplemental Rate Per Hour: \$17.33

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$19.38

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.45

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 55% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.98

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.53

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Rate Per Hour: \$34.80

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Rate Per Hour: \$37.43

**Sign Erector - Fifth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$40.03

**Sign Erector - Sixth Year**

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$42.63

(Local #137)

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## **STEAMFITTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### **Steamfitter - First Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

### **Steamfitter - Second Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

### **Steamfitter - Third Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

### **Steamfitter - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

### **Steamfitter - Fifth Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

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## **STONE MASON - SETTER**

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
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: 7/1/2018 - 6/30/2019  
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: 7/1/2018 - 6/30/2019  
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: 7/1/2018 - 6/30/2019  
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: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 100% of Journeyman's rate  
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

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**TAPER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

**Drywall Taper - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Drywall Taper - Second Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #7)

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**TIMBERPERSON**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Timberperson - First Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.19

**Timberperson - Second Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.19

**Timberperson - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.19

**Timberperson - Fourth Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.19

(Local #1536)



Leonard A. Mancusi  
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
1 CENTRE STREET ROOM 1120  
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622  
FAX NUMBER: (212) 669-8499

ALAN G. HEVESI  
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

**prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.**

**As always, your cooperation is appreciated.**

**-LAM:er  
ACCO.SECURITY AT SITES**





Department of  
Design and  
Construction

INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HWK1669A

4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8TH STREET TO 64 TH STREET

INCLUDING STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto

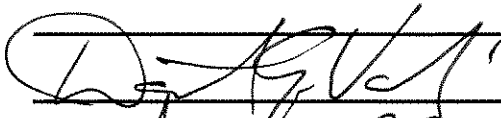
BOROUGH OF BROOKLYN  
CITY OF NEW YORK

JR CRUZ CORP

Contractor.

Dated MAY 25, 20 21

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

  
Acting Corporation Counsel  
Dated August 29, 2018

PS 8/29/18



**Department of  
Design and  
Construction**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE  
LONG ISLAND CITY, NEW YORK 11101-3045  
TELEPHONE (718) 391-1000  
WEBSITE [www1.nyc.gov/site/ddc/index.page](http://www1.nyc.gov/site/ddc/index.page)

**VOLUME 3 OF 3**

**SCHEDULE A  
SPECIFICATIONS AND  
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:

**PROJECT ID HWK1669A**

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION  
PREPARED BY  
*AKRF Engineering, P.C.*

*MAY 8, 2018*

*NYSDOT PIN*     X773.11      
*Fed. Aid Project No.* \_\_\_\_\_





## **SPECIFICATIONS AND STANDARDS OF NEW YORK CITY**

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> 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. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: [http://www.nyc.gov/html/dep/html/stormwater/green\\_infrastructure\\_standards.shtm](http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtm)

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 New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

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

**VOLUME 3 OF 3****TABLE OF CONTENTS**

| <b><u>SECTION</u></b>                         | <b><u>DESCRIPTION</u></b>   | <b><u>PAGES</u></b> |
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| SCHEDULE A                                    | GENERAL CONDITIONS TO CONSTRUCTION CONTRACT   | SA-1 to SA-12       |
| R – PAGES                                     | REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS                               | R-1 to R-2          |
| I – PAGES                                     | NEW SECTIONS  | I-1 to I-70         |
| S – PAGES                                     | SPECIAL PROVISIONS  | S-1 to S-13         |
| TF – PAGES                                    | TIGER/FHWA FUNDED PROJECTS<br>TIGER/FHWA FUNDING ATTACHMENTS  | TF-1 to TF-K2       |
| SW – PAGES                                    | SEWER AND WATER MAIN SPECIFICATIONS   | SW-1 to SW-4        |
| HAZ – PAGES                                   | SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS | HAZ-1 to HAZ-48     |
| JB - PAGES                                    | JOINT BID (2.0)   | JB-1 to JB-73       |

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**SCHEDULE A****(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT  
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

|  |  |
|--|--|
| <p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26<br/>BID SECURITY</u></b></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>   | <p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 5% of Bid Amount<br/>or<br/>Bond: 10% of Bid Amount</p>          |
| <p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26<br/>PERFORMANCE AND PAYMENT BONDS</u></b></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>   | <p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p> |
| <p align="center"><b><u>INFORMATION FOR BIDDERS<br/>DEPARTMENT OF DESIGN AND CONSTRUCTION<br/>SAFETY REQUIREMENTS</u></b></p> <p>The Contractor shall provide the safety personnel as indicated to the right.</p>  | <ul style="list-style-type: none"> <li>■ Project Safety Representative</li> <li>■ Dedicated, full-time Project Safety Manager</li> </ul>   |
| <p align="center"><b><u>CONTRACT ARTICLE 14<br/>DATE FOR SUBSTANTIAL COMPLETION</u></b></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>   | <p>See Page SA-4</p>   |
| <p align="center"><b><u>CONTRACT ARTICLE 15<br/>LIQUIDATED DAMAGES</u></b></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> | <p>\$7,000.00 for each consecutive calendar day over substantial completion time</p>   |
| <p align="center"><b><u>CONTRACT ARTICLE 17.<br/>SUB-CONTRACTOR</u></b></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>  | <p>Not to exceed <u>49</u> % of the Contract price</p>   |

|   |  |
|---|--|
| <p align="center"><b><u>CONTRACT ARTICLE 21.</u></b><br/><b><u>RETAINAGE</u></b></p> <p>The <b>Commissioner</b> shall deduct and retain until the substantial completion of the <b>Work</b> the percent value of the <b>Work</b> indicated to the right.</p>  | <p align="center"><u>0 %</u> of the value of the <b>Work</b></p>                                 |
| <p align="center"><b><u>CONTRACT ARTICLE 22.</u></b><br/><b><u>(Per Directions Below)</u></b></p>   | <p align="center">See pages SA-5 through SA-14</p>   |
| <p align="center"><b><u>CONTRACT ARTICLE 24.</u></b><br/><b><u>DEPOSIT GUARANTEE</u></b></p> <p>As security for the faithful performance of its obligations, the <b>Contractor</b>, upon filing its requisition for payment on <b>Substantial Completion</b>, shall deposit with the <b>Commissioner</b> a sum equal to the percentage of the <b>Contract</b> price indicated to the right.</p>   | <p align="center">1% of <b>Contract</b> price</p>  |
| <p align="center"><b><u>CONTRACT ARTICLE 24.</u></b><br/><b><u>PERIOD OF GUARANTEE</u></b></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>  | <p align="center">Twenty-four (24) Months for Tree Planting</p>                                  |
| <p align="center"><b><u>CONTRACT ARTICLE 74.</u></b><br/><b><u>STATEMENT OF WORK</u></b></p> <p>The <b>Contractor</b> shall furnish all labor and materials and perform all <b>Work</b> in strict accordance with the <b>Contract Drawings, Specifications</b>, and all <b>Addenda</b> thereto, as shown in the column to the right.</p>  | <p><b>Addenda</b>, numbered:</p> <p>_____</p>  |
| <p align="center"><b><u>CONTRACT ARTICLE 75.</u></b><br/><b><u>COMPENSATION TO BE PAID TO CONTRACTOR</u></b></p> <p>The <b>City</b> shall pay and the <b>Contractor</b> shall accept in full consideration for the performance of the <b>Contract</b>, subject to additions and deductions as provided herein, the total sum <b>shown in the column to the right</b>, being the amount at which the <b>Contract</b> was awarded to the <b>Contractor</b> at a public letting thereof, based upon the <b>Contractor's</b> bid for the <b>Contract</b>.</p> | <p>Amount for which the <b>Contract</b> was Awarded:</p> <p>_____ Dollars</p> <p>(\$ _____ )</p> |
| <p align="center"><b><u>CONTRACT ARTICLE 79.</u></b><br/><b><u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></b></p>   | <p align="center">FHWA DBE goal of 5%, see page TF-D1, herein this book Volume 3 of 3</p>        |

|   |   |
|---|---|
| <p align="center"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b><br/><b><u>SECTION 6.40</u></b><br/><b><u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></b></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in <b>Section 6.40 - Engineer's Field Office</b>, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in <b>Section 6.40.5</b>, is not corrected.</p> | <p>\$ <u>500.00</u> for each calendar day of deficiency</p>   |
| <p align="center"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b><br/><b><u>SECTION 6.70</u></b><br/><b><u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></b></p>   | <p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer.</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p> |
| <p align="center"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b><br/><b><u>SECTION 7.13</u></b><br/><b><u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></b></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of <b>Section 7.13 - Maintenance of Site</b>, 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>1,400.00</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 910 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

YES                       NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

| <b>Month of Substantial Completion based on the Base Contract Duration</b> | <b>Number of Days of adjustment</b> |
|--|-------------------------------------|
| <b>January</b>   | 150                                 |
| <b>February</b>  | 120                                 |
| <b>March</b>   | 90                                  |
| <b>April</b>   | 60                                  |
| <b>May</b>   | 30                                  |
| <b>June</b>  | 0                                   |
| <b>July</b>  | 0                                   |
| <b>August</b>  | 0                                   |
| <b>September</b>   | 0                                   |
| <b>October</b>   | 0                                   |
| <b>November –December 15</b>   | 0                                   |
| <b>December 16 – December 31</b>   | 180                                 |

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

**(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**

**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

**Note:** All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

| Types of Insurance<br>(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 <b>Contract</b>.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> <li>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37,</li> <li>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the <b>Contract</b> requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity’s name, if known, or the entity’s title (e.g., Project Manager),</li> <li>3. All person(s) or organization(s) serving in the functions defined in Article 2, such as: Engineer, Architect, Project Manager, Resident Engineer, etc.</li> <li>4. New York State, including its officials and employees,</li> <li>5. Federal Highway Administration (FHWA), its officials and employees.</li> <li>6. <u>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)</u>, 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, 21<sup>st</sup> Floor, New York, NY 10004, of any material change and/or cancellation.</li> </ol> |



|  |   |
|--|---|
| <ul style="list-style-type: none"> <li>■ Workers' Compensation Art. 22.1.2</li> <li>■ Disability Benefits Insurance Art. 22.1.2</li> <li>■ Employers' Liability Art. 22.1.2</li> <li>■ Jones Act Art. 22.1.3</li> <li>■ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</li> </ul> | <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> <ul style="list-style-type: none"> <li>■ Additional Requirements:</li> </ul> <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. (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> |
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Builders' Risk Art. 22.1.4</li> </ul>  | <ul style="list-style-type: none"> <li><input type="checkbox"/> Required: 100% of total bid amount</li> <li><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</li> </ul> <p><b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.</p>   |

|   |  |
|---|--|
| <p><input checked="" type="checkbox"/> Commercial Auto Liability      Art. 22.1.5</p> | <p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p> <p>(2) New York State, including its officials and employees, and,</p> <p>(3) FHWA, including its officials and employees.</p> |
| <p><input type="checkbox"/> Contractors Pollution Liability      Art. 22.1.6</p>      | <p>\$ <u>5,000,000</u> per occurrence<br/>\$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>   |
| <p><input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)</p>        | <p>\$ _____ each occurrence<br/>\$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>  |
| <p><input type="checkbox"/> Hull and Machinery Insurance      Art. 22.1.7(b)</p>      | <p>\$ _____ per occurrence<br/>\$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>   |

|   |   |
|---|---|
| <p><input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)</p>   | <p>\$ <u>1,000,000</u> per occurrence</p> <p>\$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p> |
| <p>[OTHER] Art. 22.1.8</p> <p><input checked="" type="checkbox"/> Railroad Protection Liability Policy</p> <p>(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:</p> <ul style="list-style-type: none"> <li>• Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.</li> <li>• 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.</li> <li>• Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <u>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.</u></li> </ul> | <p>\$ <u>2,000,000</u> per occurrence</p> <p>\$ <u>6,000,000</u> annual aggregate</p> <p>Named Insureds:</p> <p>1. NYCT Authority</p> <p>2. Metropolitan Transit Authority</p>                                    |

[OTHER]

Art. 22.1.8

■ Professional Liability

- A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
- B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER]

Art. 22.1.8

■ Engineer's Field Office

**Section 6.40, Standard Highway Specifications**

Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of \$40,000

[OTHER]

Art. 22.1.8

- The Following Additional Insurance Must Be Provided:

**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)**  
**(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**

**PART III. CERTIFICATES OF INSURANCE**

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

**CITY OF NEW YORK  
CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)  
  ) ss.:  
County of .....)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

**SCHEDULE A**

**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**

**PART IV. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

**REVISIONS TO STANDARD SPECIFICATIONS**

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**NOTICE**

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR



- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page> or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3<sup>rd</sup> Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

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**NOTICE**

THE PAGES CONTAINED HEREIN ARE NEW SECTIONS OF WORK THAT APPLY AND ARE MADE PART OF THE CONTRACT.

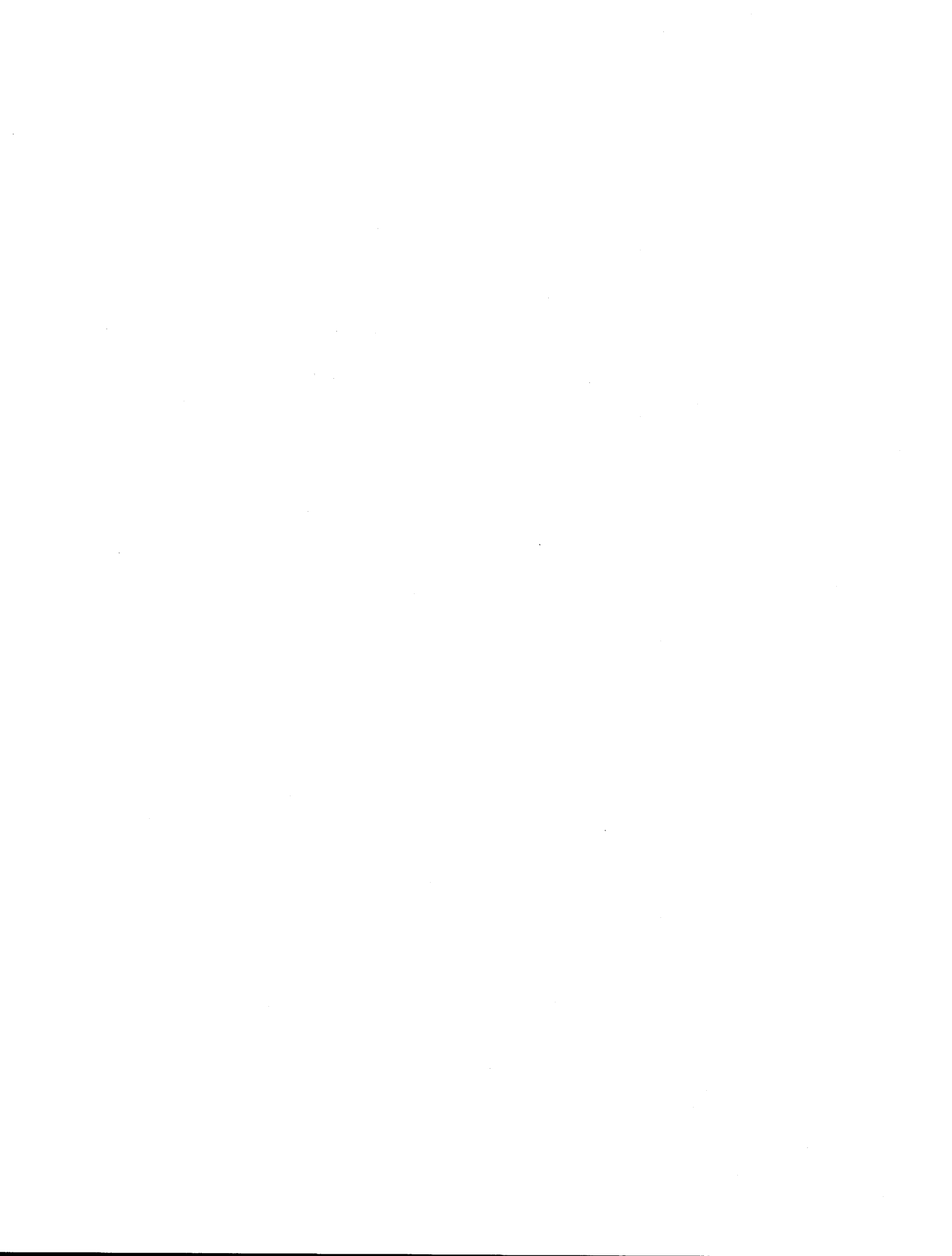
THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

REFERENCES ARE MADE HEREIN TO CERTAIN NYSDOT SPECIFICATIONS. ALL REFERENCES TO THE "DEPARTMENT", "MATERIALS BUREAU", "REGIONAL ENGINEER", "REGIONAL LANDSCAPE ARCHITECT", "LANDSCAPE ARCHITECT" "DCES", OR OTHER REFERENCE TO NYSDOT OFFICE(S) OR PERSONNEL, ARE DEEMED TO MEAN THE "ENGINEER" AS THAT TERM IS DEFINED IN THE STANDARD CONSTRUCTION CONTRACT. HOWEVER, WHERE REFERENCES ARE MADE TO MATERIALS OR CONTRACTORS OR SUBCONTRACTORS BEING REQUIRED TO APPEAR ON NYSDOT APPROVED LISTS, THESE REFERENCES AND REQUIREMENTS REMAIN UNCHANGED.

REFERENCE TO NYSDOT SPECIFICATIONS WILL NOT BE DEEMED TO IMPLY NYSDOT OR NEW YORK STATE'S INVOLVEMENT IN ANY TESTING AND APPROVAL OF MATERIALS OR IN THE SUPERVISION OF CONSTRUCTION. IN THE EVENT OF A CONFLICT, THE STANDARD CONSTRUCTION CONTRACT, THE CONTRACT DRAWINGS, AND NEW YORK CITY SPECIFICATIONS WILL PREVAIL OVER ANY NYSDOT SPECIFICATIONS, UNLESS THE ENGINEER DIRECTS OTHERWISE.



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**SECTION 4.06 CS  
EXISTING STRUCTURE – CONDITION SURVEY**

**4.06CS.1. INTENT.**

This section describes the minimum standards and extent by which to conduct and report a condition survey to quantify crack and spalled concrete as defined in pay items 4.06SR – Concrete Restoration – Spall Repair and 4.06 SCR – Structural Crack Repair.

**4.06CS.2. DESCRIPTION.**

Perform and report a condition survey and inspection of the existing structure within the limits noted in the contract drawings, specifications and as directed by the Engineer. Work to be performed by the Contractor must include, but not be limited to:

1. Condition survey of existing concrete within the Contract limits defined as within 12" of proposed anchorage to new work and where indicated on the Contract Drawings
2. Notification and coordination NYCT to allow inspection of areas within the vent shaft for repair.

**4.06CS.3. METHODOLOGY.****4.06CS.3.1 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS.**

- a. American Concrete Institute (ACI)

| DESIGNATION | DESCRIPTION  |
|-------------|--|
| 201.1R      | Guide for Conducting a Visual Inspection of Concrete in Service.   |
| 224.1R      | Causes, Evaluation, and Repair of Cracks in Concrete Structures.   |
| 318         | Building Code Requirements for Structural Concrete & Commentary.   |
| 364.1R      | Guide for Evaluation of Concrete Structures Before Rehabilitation.   |
| 503.1       | Standard Specification for Bonding Hardened Concrete, Steel, Wood, Brick and other Materials to Hardened Concrete with a Multi-Component Epoxy Adhesive. |
| 546.1R      | Guide for Repair of Concrete Bridge Superstructures.   |
| No.310.1R   | Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion   |
| No.320.1R   | Guide for Selecting Application Methods for the Repair of Concrete Surfaces  |

**4.06CS.3.2 CONDITION SURVEY**

- a. Prior to making any concrete repairs, the Contractor must make a condition survey of concrete areas to be repaired/rehabilitated as indicated on the contract drawings and within the Contract limits to establish the extent of cracking, spalling or otherwise unsound concrete considered detrimental to the integrity of the proposed structure. The survey must also indicate locations of seepage into the structure and deposits and staining as a result of seepage. Guidance in conducting and reporting the condition survey can be found in the referenced applicable codes

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in 4.06CS.3.1. Where dirt, debris, or surface film obscures cracking, the Contractor must clean concrete surfaces with water so that cracking can be readily observed and mapped.

- b. The Contractor must submit to the Engineer detailed drawings of the concrete condition survey. A minimum drawing scale of 1 inch = 8 feet shall be used. Drawings must have a legend of standard symbols used to describe various observed conditions and must use terminology as defined in ACI 201.1R. Areas of distress, spall and cracking must be mapped on the drawings to the approximate scale.
- c. No work must begin until Existing Structure Condition Survey has been accepted by Engineer. No payment will be made for Existing Structure Condition Survey until after Engineer has accepted Existing Structure Condition Survey.

**4.06CS.4 QUALITY CONTROL.**

The Contractor performing the condition survey of existing concrete must have a minimum of five years of experience in this type of work under similar conditions.

A Contractor not meeting the requirements of paragraph above must hire a Consultant. The Consultant must have a minimum of five years related experience under similar conditions and must be present on a full time basis to monitor and supervise the restoration work.

**4.06CS.5 SUBMITTALS.**

The Contractor must submit:

- a. Condition survey drawings coordinated by vent and defect type specified in 4.06SR – Concrete Restoration – Spall Repair and 4.06 SCR – Structural Crack Repair mapped against the position of proposed post installed anchors as specified in the contract drawings and specification number 7.19 AA in I-Pages herein.
- b. Vent Location, Type and Repair Schedule with repair type recommendations as specified in Contract Drawings

**4.06CS.6 MEASUREMENT.**

Payment for EXISTING STRUCTURE - CONDITION SURVEY will be made on a Lump Sum basis for work satisfactorily completed. Monthly payments will be made in proportion to the amount of work done as determined by the Engineer.

**4.06CS.7 PRICES TO COVER.**

The contract prices for EXISTING STRUCTURE - CONDITION SURVEY shall include the cost of all labor, materials, equipment, insurance, and incidentals required to complete the work, together with all other work in connection therewith and incidental thereto, in full compliance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

| Item No. | Item                                  | Pay Unit |
|----------|---------------------------------------|----------|
| 4.06CS   | Existing Structure – Condition Survey | L.S.     |

## SECTION 4.06 SCR STRUCTURAL CRACK REPAIR

### 4.06SCR.1. INTENT.

This section describes the furnishing, application and institution of restorative concrete crack repair within the concrete repair limits defined in the contract drawings, specifications, and directed by the Engineer.

### 4.06SCR.2. DESCRIPTION.

Furnish all labor, materials and tools and perform all operations necessary for restoration of concrete and related work as indicated on the Contract Drawings and as specified herein.

Work to be performed by the Contractor must include, but not be limited to:

1. Obtaining the Final approved condition survey documents from the Engineer (as described in Section 4.06 CS of I-Pages herein).
2. Addressing all findings of the Approved Condition survey of existing concrete within the Contract limits. See Section 4.06 CS at the I-Pages herein.
3. Removal and disposal of deteriorated and unsound concrete.
4. Surface preparation and cleanup.
5. Sealing of cracks and construction joints.
6. Application of protective coatings or sealers.

### 4.06SCR.3. MATERIALS.

#### 4.06SCR.3.1 CRACK REPAIR

##### a. Pressure Injection Repair:

1. Epoxy Surface Seal for Pressure Injection;
  - i. Epoxy resin for the surface sealing of cracks and joints must be 100% solids, moisture insensitive, low viscosity epoxy resin system and must conform to ASTM C881, Type IV, Grade 3.
  - ii. The following epoxy resin shall be used:

| Product                   | Manufacturer  |
|---------------------------|---|
| 1 "Sikadur 31 Hi-Mod Gel" | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                  |
| 2 Euco 452 Series         | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628           |
| 3 "Planibond AE"          | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: 1-800-426-2734 |
| 4 or approved equal       |   |

## 2. Epoxy Resin for Pressure Injection;

- i. Epoxy resin for pressure injection of cracks and joints must be 100% solids, moisture insensitive, low viscosity epoxy resin system and must conform to ASTM C881, Type IV, Grade 1.
- ii. The following epoxy resin shall be used:

| Product                           | Manufacturer  |
|-----------------------------------|---|
| 1 "Sikadur 35 Hi-Mod LV"          | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                  |
| 2 "Euco #452 LV or Duralcrete LV" | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628           |
| 3 "Planibond CR 50"               | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: 1-800-426-2734 |
| 4 or approved equal               |   |

## b. Gravity Feed Repair:

1. Epoxy resin for gravity feed repair of cracks and joints must be 100% solids, moisture insensitive, super low viscosity (approximately 125 cps) epoxy resin system and must conform to ASTM C881, Type IV, Grade 1.
2. The following epoxy resins shall be used:

| Product                   | Manufacturer  |
|---------------------------|---|
| 1 "Sikadur 52 SLV"        | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                  |
| 2 "Dural 50 or Dural 335" | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628           |
| 3 "Planibond CR 50"       | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: 1-800-426-2734 |
| 4 or approved equal       |   |

**4.06SCR.3.2 CEMENTITIOUS WATER PLUG**

- a. The cementitious water plug must have an initial set time less than 3 minutes (ASTM C266, ASTM C191 or ASTM C807), and be capable of stopping pressure water leakage and seepage and must conform to the following requirement:
  1. Compressive strength (ASTM C109) must be a minimum of 3000 psi at 1 day and 6800 psi at 7 days.
  2. Tensile strength (ASTM C496) must be a minimum of 700 psi at 28 days.

## 3. Cementitious water plug shall be as follows:

| Product             | Manufacturer  |
|---------------------|---|
| 1 "Sikaset Plug"    | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                  |
| 2 "Speed Plug"      | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628           |
| 3 "Planiseal PLUG"  | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: 1-800-426-2734 |
| 4 or approved equal |   |

**4.06SCR.4. CONSTRUCTION METHODS.****4.06SCR.4.1 TEMPORARY SUPPORTS.**

Furnish and install temporary structural supports where required to prevent damage to the structure from concrete removal.

**4.06SCR.4.2 CRACK REPAIR**

## a. Surface Preparation:

1. Where cracks are to be filled by epoxy injection, the surface of the concrete for a distance of 1 1/2 inches on each side of the crack must be thoroughly cleaned by mechanical means to provide a suitable bonding surface for the epoxy surface sealer.
2. Where cracks are to be filled by the gravity feed epoxy method, the cracks must be grooved to a minimum depth of 3/4 inch and a width of not less than 3/8 inch by means of a rotary-type random crack saw. The crack must be cleaned free of dust, debris and all other contaminants by compressed air or vacuuming methods prior to filling. Water must not be used to clean the crack.
3. Where vertical cracks have active water seepage, the base of the crack must be drilled, and a drainage pipe must be installed. The drainage pipe must be a minimum of 1/2 inch inside diameter and must be placed at a sufficient depth into the concrete to intercept seepage and relieve water pressure along the exposed surface of the concrete. The pipe must be recessed at least 1 inch from the surface and must be tightly capped after completion of the sealing work. The hole must then be filled with water plug and finished flush with the concrete surface.

## b. Epoxy Injection:

1. Prior to injecting epoxy adhesive, entry ports must be installed and cracks and joints shall be epoxy surface sealed. Entry ports shall be installed at intervals along the crack no greater than the thickness of concrete being injected but not to exceed 6 inches for vertical surfaces or 12 inches for horizontal surfaces. After the injected adhesive has cured, the surface seal and entry ports must be completely removed by grinding or other appropriate methods.
2. The equipment used to meter and mix the two injection adhesive components and injecting the mixed adhesive into the crack shall be of a nozzlehead mixing and positive

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displacement type. The injection equipment shall have the capability of discharging the mixed adhesive at pressure up to 200 psi and maintaining that pressure during the entire injection operation. The tolerance on mix ratio shall be plus or minus 5% by volume, of the prescribed mix ratio at any discharge pressure up to 200 psi. The Contractor must furnish a pressure check device with pressure gauges and valves for checking the pressure on supply lines at the nozzlehead. The mix ratio must be checked at the beginning and end of each day that injection work is performed.

3. The injection of the adhesive into each crack or joint shall begin at the entry port at the lowest elevation. Injection shall continue at the first port until the injected adhesive begins to flow out of the port at the next highest elevation. The first port must be plugged and injection started at the second port until the adhesive flows from the next port. The entire crack or joint must be injected with the same sequence. For overhead cracks, the injection shall start at one end and proceed to the other end. If it appears that the epoxy resin is not being contained within the crack as indicated by high epoxy consumption at low pressure, the Engineer may require a change to an epoxy system with a higher viscosity and/or shorter gel time to assure the crack is effectively sealed.

c. Gravity Feed:

1. The epoxy material must be poured into the open groove starting at the highest elevation along the length of the crack, taking care to avoid spills. Preparation, installation and curing of the material must be in accordance with the manufacturer's recommendations.

#### **4.06SCR.4.3 CEMENTITIOUS WATER PLUG**

Water plug must be mixed and applied in accordance with the manufacturer's instructions. The groove must be completely filled with plastic material that must be compacted by applying firm pressure during placement. The filling must form a continuous seal over the length of the crack.

#### **4.06SCR.5 QUALITY CONTROL.**

The Contractor must be responsible for all coordination of components in order to build the vent extension structure.

##### **4.06SCR.5.1 SUBMITTALS.**

The Contractor must submit:

1. Condition survey drawings
2. Manufacturer's product data for approval.
3. Composite shop drawings, showing sizes, dimensions, finishes, installation and coordination details to minimize field preparation such as cutting and ensure proper drainage will be achieved.

##### **4.06SCR.5.2 MATERIAL HANDLING**

1. Materials must be stored in accordance with the manufacturer's instructions and must be protected from damage until used.
2. Materials with a specific shelf life must be used within the prescribed time period.
3. Materials from broken, damaged, or unmarked bags or containers must not be used.
4. Manufacturer's instructions must be strictly adhered to.

**4.06SCR5.3 CONDITION SURVEY.**

Coordinate with the findings of the condition survey required in 4.06CS.

**4.06SCR.5.4 MOCK-UP**

1. The Engineer will make an evaluation of the surface preparation techniques and the application of workmanship and determine acceptability.
2. Prepare one mockup per vent shaft for each repair procedure.
3. Locate mockup surfaces as directed by Engineer or as indicated in Drawings.
4. Incorporate accepted mockup as part of Work.
5. Remove mockup when directed by Engineer.

**4.06SCR.6 MEASUREMENT.**

Treated Cracks must be measured for payment by the lineal foot (LF) measured along the surface of the crack in 6-inch chords between the extreme ends of the crack rounded up or down to the nearest lineal foot, plus an additional two feet per crack to account for treatment extending beyond the extreme ends of the crack measured. Any treated crack shorter than two feet in length will be measured as three lineal feet in length.

**4.06SCR.7 PRICES TO COVER.**

The contract prices for STRUCTURAL CRACK REPAIR shall include the cost of all labor, materials, equipment, insurance, and incidentals required to complete the work, together with all other work in connection therewith and incidental thereto, in full compliance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

| Item No. | Item                    | Pay Unit |
|----------|-------------------------|----------|
| 4.06 SCR | STRUCTURAL CRACK REPAIR | L.F.     |

**SECTION 4.06 SR  
CONCRETE RESTORATION – SPALL REPAIR**

**4.06SR.1. INTENT.**

This section describes the furnishing, application and institution of restorative concrete spall repair within 12 inches of all new structure. Including but not limited to Concrete spall repair, addressing exposed rebar, surface preparation at new connected structure and sealing finished surfaces.

**4.06SR.2. DESCRIPTION.**

- a. Furnish all labor, materials tools and perform all operations necessary for restoration of concrete and related work as indicated on the Contract Drawings and as specified herein.
- b. Work to be performed by the Contractor must include, but not be limited to:
  - 1. Obtaining the Final approved condition survey documents from the Engineer (as described in Section 4.06 CS of I-Pages herein).
  - 2. Review Condition survey and updated LIRR repair schedule.
  - 3. Removal and disposal of deteriorated and unsound concrete.
  - 4. Surface preparation and cleanup.
  - 5. Replacement of damaged and excavated concrete and steel reinforcement.
  - 6. Application of corrosion inhibitors.
  - 7. Application of protective coatings or sealers.

**4.06SR.3. MATERIALS.****4.06SR.3.1 STEEL REINFORCEMENT PRIMER.**

- a. The steel reinforcement primer must be a cementitious, epoxy modified compound and must not be a bond inhibitor if applied on a concrete surface. The steel reinforcement primer must contain a penetrating corrosion inhibitor and must conform to the following requirements:
  - 1. Open time for the steel reinforcement primer must be up to 16 hours.
  - 2. Bond strength between plastic and hard concrete (ASTM C882) must be 2800 psi.
  - 3. The steel reinforcement primer must be a non-vapor barrier.
- b. The following steel reinforcement primer shall be used:

| Product                     | Manufacturer  |
|-----------------------------|---|
| 1 "Sika Armatec 110 EpoCem" | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA        |
| 2 "Duralprep AC"            | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628 |
| 3 "MasterProtect P 8100AP"  | by BASF Building Systems, Shakopee, MN  |
| 4 or approved equal         |   |

**4.06SR.3.2 CONCRETE BONDING AGENT (CEMENTITIOUS-EPOXY MODIFIED).**

- a. The repair mortar to concrete bonding agent must be a cementitious, epoxy modified compound. The bonding agent must conform to the following requirements:
1. Open time for the bonding agent must be up to 16 hours.
  2. Bond strength between plastic and hard concrete (ASTM C882) must be 2800 psi.
  3. The bonding agent must be a non-vapor barrier.
  4. The bonding agent must be a non-rewettable.
- b. The following concrete bonding shall be used:

| Product                     | Manufacturer  |
|-----------------------------|---|
| 1 "Sika Armatec 110 EpoCem" | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA        |
| 2 "Duralprep AC"            | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628 |
| 3 "Emaco P24"               | by BASF Building Systems, 889 Valley Park Drive, Shakopee, MN 55379, Tel: 800 433 9517  |
| 4 or approved equal         |   |

**4.06SR.3.3 EPOXY RESIN BONDING ADHESIVE.**

- a. The epoxy resin bonding adhesive for bonding repair mortar to structural steel shapes must conform to ASTM C881, Type I, II and V. The grade and resin system must be as recommended by the manufacturer based on conditions of use.
- b. The following bonding adhesive shall be used:

| Product   | Manufacturer  |
|---|---|
| 1 "Sikadur 32 Hi-Mod"                           | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA        |
| 2 "Euco #452 Epoxy Series or Duralcrete Series" | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628 |
| 3 "Concresive 1090"                             | by BASF Building Systems, 889 Valley Park Drive, Shakopee, MN 55379, Tel: 800 433 9517  |
| 4 or approved equal                             |   |

**4.06SR.3.4 POLYMER MODIFIED CEMENTITIOUS MORTAR.**

- a. Hand Applied Repair Mortar:
1. The repair mortar shall be either single or 2 component; polymer modified, and contains a penetrating corrosion inhibitor. The mortar must have the following minimum physical properties:
    - i. Bond strength (ASTM C882) must be a minimum of 2100 psi at 28 days.



- ii. Compressive strength (ASTM C109) must be a minimum of 2500 psi at 1 day and 7000 psi at 28 days.
  - iii. Flexural strength (ASTM C293) must be a minimum of 1000 psi at 7 days and 1500 psi at 28 days.
  - iv. Chloride Permeability (ASTM C1202) at 28 days; less than 600 coulombs.
  - v. Splitting tensile strength (ASTM C496) must be a minimum of 600 psi in 28 days.
2. Horizontal Spall Repairs (Hand Applied):

- i. The following polymer modified cementitious mortar shall be used:

| Product                      | Manufacturer  |
|------------------------------|---|
| 1 "Sika Top 122 Plus"        | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA        |
| 2 "Duraltop Flowable Mortar" | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628 |
| 3 "Emaco R310"               | by BASF Building Systems, 889 Valley Park Drive, Shakopee, MN 55379, Tel: 800 433 9517  |
| 4 or approved equal          |   |

3. Vertical and Overhead Spall Repairs (Hand Applied):

- i. The following polymer modified cementitious mortar or approved equal shall be used:

| Product               | Manufacturer  |
|-----------------------|---|
| 1 "Sika Top 123 Plus" | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                  |
| 2 "Duraltop Gel"      | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628           |
| 3 "Planitop XS"       | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: 1-800-426-2734 |
| 4 or approved equal   |   |

- b. Form and Pour (or Pump) Spall Repairs:

- 1. The repair mortar shall be either single or 2 component; polymer modified, and contains a penetrating corrosion inhibitor. The mortar must have the following minimum physical properties:
  - i. Bond strength (ASTM C882) must be a minimum of 2100 psi at 28 days.
  - ii. Compressive strength (ASTM C109) must be a minimum of 2500 psi at 1 day and 7000 psi at 28 days.
  - iii. Flexural strength (ASTM C293 or ASTM C348) must be a minimum of 500 psi at 1 day and 1500 psi at 28 days.

- iv. Chloride Permeability (ASTM 1202) at 28 days; must be less than 600 Coulombs.

The following polymers modified cementitious mortar shall be used:

| Product               | Manufacturer   |
|-----------------------|--|
| 1 "Sika Top 111 Plus" | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                         |
| 2 "Eucocrete Supreme" | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628                  |
| 3 "Planitop 11"       | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: <b>1-800-426-2734</b> |
| 4 or approved equal   |  |

2. At locations where repair depths exceed manufacturers recommendations for neat mortar, polymer modified concrete must be utilized through the addition of 3/8" coarse aggregate. Aggregate quantity must be as recommended by the mortar manufacturer.

#### 4.06SR.3.5 CEMENTITIOUS WATER PLUG

- a. The cementitious water plug must have an initial set time less than 3 minutes (ASTM C266, ASTM C191 or ASTM C807), and be capable of stopping pressure water leakage and seepage and must conform to the following requirement:

1. Compressive strength (ASTM C109) must be a minimum of 3000 psi at 1 day and 6800 psi at 7 days.
2. Tensile strength (ASTM C496) must be a minimum of 700 psi at 28 days.

- b. Cementitious water plug shall be as follows:

| Product             | Manufacturer   |
|---------------------|--|
| 1 "Sikaset Plug"    | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                         |
| 2 "Speed Plug"      | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628                  |
| 3 "Planiseal PLUG"  | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: <b>1-800-426-2734</b> |
| 4 Or approved equal |  |

#### 4.06SR.3.6 SURFACE APPLIED CORROSION INHIBITOR

- a. Surface applied corrosion inhibitor capable of displacing chloride ions from steel surface must conform to the following requirements:

1. Penetrate a minimum of 3" in 28 days; penetrate independently of orientation (horizontal, vertical, and overhead).

*Modified for HWK1669A on 08.29.2018*

2. Corrosion rate reduction (ASTM G109): 65% minimum.
- b. The following surface applied corrosion inhibitors shall be used:

| Product                | Manufacturer  |
|------------------------|---|
| 1 "Sika FerroGard 903" | by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA                  |
| 2 "Duralprep 3020"     | by Euclid Chemical Co., 19215 Redwood Road, Cleveland, OH, 44110, Phone: (800) 321-7628           |
| 3 "Mapeshield CI 100"  | By Mapei Corp., 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442, Tel: 1-800-426-2734 |
| 4 or approved equal    |   |

#### **4.06SR.4. CONSTRUCTION METHODS**

##### **4.06SR.4.1 TEMPORARY SUPPORTS.**

- a. Furnish and install temporary structural supports where required to prevent damage to the structure from concrete removal.

##### **4.06SR.4.2 SURFACE PREPARATION**

- a. Limits of Concrete Removal:

1. Remove to Sound concrete areas within 12" of new work, defined by the extent and limits of concrete removal based on the condition survey drawings.

- b. Saw Cutting:

1. After the areas for removal are marked out, the perimeter must then be saw cut to a maximum depth of 1/2 inch using a portable concrete masonry saw with a diamond or carborundum blade. Care must be taken to avoid cutting any reinforcing or other embedded materials. Cuts must be as straight as practicable and changes in direction must be maintained at a minimum. Each saw cut must be made at a slight angle of between 5 and 10 degrees from normal to the concrete surface and in an upward direction away from the area to be removed. The concrete then must be removed within the saw cut area to a minimum depth of 1/2 inch and as otherwise required to reach sound concrete.

- c. Concrete Removal:

1. Concrete removal within the area defined by the saw cut and corners and edges of the structure must be carefully performed in sections by hand-held air or electric chipping hammers, power scarifiers, hand tools or high pressure water jet until all loose, cracked, porous, soft and disintegrated concrete has been removed and a sound parent concrete surface is reached over the entire section. Additional concrete must be removed around exposed reinforcing bars and tie rods to provide adequate clearance for cleaning, coating, and re-embedment.
2. Care must be taken during concrete removal so as not to damage the remaining portions of the structural elements. After removing concrete in each section and chipping of

concrete behind reinforcement, the reinforcing bars must be anchored to remaining concrete to prevent movement or displacement of the bars until reembedded.

d. Surface Cleaning:

1. Concrete surfaces to which repairs will be bonded must be cleaned of all loose, semi-detached and unsound fragments, oil, grease, or other contaminants by methods specified in ACI 546.1R. Immediately prior to placement of new material, final cleaning must be done with an air-water mixture to remove accumulated surface contamination. If an air-water mixture does not completely remove surface contaminants, the surface must be water blasted and washed with clean water. Unless specified otherwise by the manufacturer of the repair material, the surface of parent concrete must be damp, but not wet, when covered with repair material.
2. Surface cleanliness must be tested by the use of a dark damp cloth. The cloth must be wiped over prepared concrete surface. No concrete dust or contaminants shall be visible on the cloth.

e. Cleaning of Reinforcement:

1. Steel reinforcement and tie rods, which are exposed by concrete removal, must be cleaned of all corrosion products, scale, and mortar by water blasting or other appropriate methods.

f. Disposal of Concrete Rubble and Cleanup Debris:

1. Portland cement fragments disintegrated concrete, sand from sandblasting and other cleanup debris must be removed from the site and disposed of in an appropriate manner. The cleanup of all rubble and debris must be done on a daily basis during the shift it was created. If bagged, the bags must be removed from the site within the shift it was created. No debris or bags will be allowed to create an unsightly or a hazardous condition to the public or railroad operations.

#### **4.06SR.4.3 RESTORATION OF CONCRETE**

a. Reinforcement:

1. After the existing reinforcing steel has been fully exposed and cleaned, a measurement for loss of steel cross-sectional area from corrosion must be made.

b. Coating of Reinforcement with Steel Reinforcement Primer:

1. After the existing reinforcing steel, ties and stirrups has been fully exposed and cleaned, they must be completely coated with a steel reinforcement primer. The application must be in accordance with the manufacturer's recommendations.

c. Application of Bonding Agent:

1. In locations where the repairs are to be effectuated by hand application of repair mortar, a bonding agent must first be applied to the prepared concrete surface. The bonding agent must be applied in accordance with the manufacturer's recommendations.

d. Water Plug

1. In locations where repairs are found to require a water plug before applying concrete mortar to close spalled area install cementitious water plug.
2. Water plug must be mixed and applied in accordance with the manufacturer's instructions. The groove must be completely filled with plastic material that must be

compacted by applying firm pressure during placement. The filling must form a continuous seal over the length of the crack.

e. Installation of Forms:

1. In locations where the repairs are to be effectuated by form and pour (or pump), install wood or metal forms of sufficient thickness and appropriately braced to support the imposed loads. Forms must be designed and constructed in accordance with the requirements of ACI 347R.

f. Polymer Modified Cementitious Mortar (Pre-Proportioned and Bagged):

1. Polymer modified cementitious mortar must be mixed, applied, and finished in accordance with the manufacturer's instructions.
2. Existing expansion, contraction, and control joints and moving cracks in parent concrete must be maintained through the replacement material. When flexible joint sealant is required, an appropriate joint groove shall be installed in the replacement material.
3. Polymer modified cementitious mortar must be cured in accordance with manufacturer's instructions and per ACI recommendations.

#### **4.06SR.5 QUALITY CONTROL**

The Contractor must be responsible for all coordination of components in order to build the vent extension structure.

##### **4.06SR.5.1 SUBMITTALS**

The Contractor must submit:

- a. Manufacturer's product data for approval.
- b. Composite shop drawings, showing sizes, dimensions, finishes, installation and coordination details to minimize field preparation such as cutting and ensure proper drainage will be achieved.

##### **4.06SR.5.2 MATERIAL HANDLING**

- a. Materials must be stored in accordance with the manufacturer's instructions and shall be protected from damage until used.
- b. Materials with a specific shelf life must be used within the prescribed time period.
- c. Materials from broken, damaged, or unmarked bags or containers must not be used.
- d. Manufacturer's instructions must be strictly adhered to.

##### **4.06SR.5.3 CONDITION SURVEY**

- a. Coordinate with the findings of the condition survey described in Section 4.06CS of I-Pages herein.

##### **4.06SR.5.4 MOCK-UP**

- a. The Engineer will make an evaluation of the surface preparation techniques and the application of workmanship and determine acceptability.
- b. Prepare one mockup per ventilation shaft for each repair procedure.
- c. Locate mockup surfaces as directed by Engineer or as indicated in Drawings.

*Modified for HWK1669A on 08.29.2018*

- d. Incorporate accepted mockup as part of Work.
- e. Remove mockup when directed by Engineer.

**4.06SR.6 MEASUREMENT**

Measurement for CONCRETE RESTORATION – SPALL REPAIR will be based on the square foot (SF) surface area of the repair. The area must be considered as the longest dimension of the area after the unsound surface has been removed times the greatest dimension at right angles to the longest dimension.

**4.06SR.7 PRICES TO COVER**

The contract prices for CONCRETE RESTORATION – SPALL REPAIR shall include the cost of all labor, materials, equipment, insurance, and incidentals required to complete the work, together with all other work in connection therewith and incidental thereto, in full compliance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

|          |                                     |          |
|----------|-------------------------------------|----------|
| Item No. | Item                                | Pay Unit |
| 4.06 SR  | Concrete Restoration – Spall Repair | S.F.     |

**SECTION 4.06 WS  
WATER STOP STRIP AT CONSTRUCTION JOINTS  
(NOT A BID ITEM)**

**4.06WS.1. INTENT.**

This section describes the furnishing, application and institution of hydrophilic water stops along concrete joints formed as a result of new construction.

**4.06WS.2. DESCRIPTION.**

- a. The Hydrophilic water stop must be a non Bentonite type. The product must be 3/4" x 3/8" flexible hydrophilic rubber strip composed of nonvulcanized rubber and urethane polymer as the hydrophilic agent of 3/4" x 3/8" flexible hydrophilic rubber strip composed of rubber and hydrophilic polymer. The water stop must have a delay coating to inhibit initial expansion due to moisture present in fresh concrete.
- b. Hydrophilic strip applied water stop must be continuously adhered to initial substrate (i.e.: 1st pour concrete) using manufacturer approved adhesive, sealant, or epoxy. Follow manufacturer's recommendations.
- c. The product must develop no less than 400 psi expansion pressure. The product must be Certified for potable water use and must meet the minimum performance requirements as shown in the following table:

| PROPERTY                        | METHOD      | MC-2010MN               |
|---------------------------------|-------------|-------------------------|
| Hardness HS                     | ASTM D 2240 | * Not less than 30 ± 6  |
| Tensile Strength psi            | ASTM D 412  | * Not less than 100 psi |
| Elongation (%)                  | ASTM D 412  | * Not less than 500 %   |
| Specific Gravity                | ASTM D 792  | 1.18 ± 0.15             |
| Expansion Coefficient by volume |             | * Not less than 1.9     |
| Mass Change %                   |             | Not greater than 5.0%   |

**4.06WS.3. CONSTRUCTION METHODS.**

- a. Water stops to be provided at all joints in concrete except where expressly noted otherwise on contract drawings.
- b. Hydrophilic water stop must be secured in construction joints and must be placed in strict adherence to manufacturer's recommendation and as shown on contract document.
- c. Water stops must be placed prior to concreting and must be coordinated with the placing of the reinforcing steel. All embedded items must be adequately secured in place to avoid shifting during concrete placement.

**4.06WS.4. MANUFACTURERS**

The following water stop strip products and manufacturer shall be used:

|   | <b>Product</b>    | <b>Manufacturer</b> |  |
|---|-------------------|---------------------|--|
| 1 | WATERSTOP-RX      | by CETCO,           | 2870 Forbs Avenue, Hoffman Estates, IL 60192, Toll Free: (800)527-9948 |
| 2 | HYDROTITE         | by SIKA,            | 201 Polito Avenue, Lyndhurst, NJ 07071, Tel: 1-800-933-SIKA            |
| 3 | KBA 1510 FP       | by ADEKA,           | 1215 Henri Drive, Wauconda, IL 60084, Tel: 800.999.3959                |
| 4 | or approved equal |                     |  |

**4.06WS.5. QUALITY CONTROL.**

The Contractor must be responsible for all coordination of components in order to build the vent extension structure.

**4.06WS.5.1 SUBMITTALS.** The Contractor must submit:

- a. Manufacturer's product data for approval.
- b. Composite shop drawings, showing sizes, dimensions, finishes, installation and coordination details to minimize field preparation such as cutting and ensure proper drainage will be achieved.

**4.06WS.5.2 MATERIAL HANDLING.**

- a. Materials must be stored in accordance with the manufacturer's instructions and must be protected from damage until used.
- b. Materials with a specific shelf life must be used within the prescribed time period.
- c. Materials from broken, damaged, or unmarked bags or containers must not be used.
- d. Manufacturer's instructions must be strictly adhered to.

**4.06WS.7 MEASUREMENT AND PAYMENT.**

No separate payment will be made for work under this Section. The cost of all work under this Section must be deemed to be included in the cost of Item 4.06.



**SECTION 4.14 E  
EPOXY COATED STEEL REINFORCEMENT BARS**

**4.14E.1. DESCRIPTION.**

The Contractor must furnish and install epoxy coated steel reinforcement bars for concrete at the locations shown on the plans and where directed by the Engineer. All work must be done in accordance with the requirement of **Section 4.14** in the NYCDOT Standard Highway Specifications, with the following modifications and additions:

- a. Epoxy coating must be a material listed on NYSDOT Approved List 709-0400ER, and the epoxy coating must be applied by an applicator listed on NYSDOT Approved List 709-0400A.
- b. Chairs, tie wires, and other devices used to support, position, or fasten the reinforcement must be made of or coated with a dielectric material. The specific hardware that the Contractor proposes to use must be approved by the Engineer.
- c. No field bending of bars must be permitted. Reinforcement must be carefully formed to the dimensions indicated on the Contract Drawings. Cold bends must be made around a pin having a minimum diameter of four (4) or more times the least dimension of the reinforcing bars. Reinforcing bars must not be bent or straightened in a manner that will injure the material. Bars with kinks or bends not shown on the plans must not be used.
- d. The Contractor must be required to field repair damaged areas of the bar coating and to replace bars exhibiting severely damaged coatings. The material used for field repair must be that supplied by the coating applicator. Field repair must be required wherever the area of coating is broken, unless otherwise specified or directed. Field repair must not be allowed on bars which have a total damage area greater than five (5) percent of the surface area of the reinforcing bar. The Engineer must be the sole judge of the severity of the damaged areas for the purpose of repair or replacement. A reinforcing bar having a coating determined by the Engineer to be severely damaged and not field repairable must not be incorporated in the work and it must be removed from the work site. All such bars must be replaced in kind by the Contractor at no additional cost to the City.
- e. No concrete must be deposited until the Engineer has inspected the placing of the reinforcing steel and has given permission to place the concrete. All concrete placed in violation of this provision will be rejected and removed at the Contractor's own expense.

*Payment will be made under:*

| Item No. | Description                           | Pay Unit |
|----------|---------------------------------------|----------|
| 4.14 E   | Epoxy Coated Steel Reinforcement Bars | LBS.     |

**SECTION 6.04 DG  
DECORATIVE GRAVEL**

**6.04DG.1. DESCRIPTION.** This section describes the furnishing and placing of Decorative Gravel for use as maintenance paths in medians, in accordance with the plans and the directions of the Engineer.

**6.04DG.2. MATERIALS.**

- a. **DECORATIVE GRAVEL:** Unless otherwise specified, decorative gravel shall be grey color equal to "Plymouth Brown" as supplied by Geo. Schofield Co., Inc. P.O. Box 110 Bound Brook, NJ 08805, Telephone No. (800) 827-6257; New York Sand and Stone, Brooklyn Navy Yard, PIER "J", Brooklyn, NY 11205, Telephone No. (718) 596-2897; Bedford Gravel and Landscape Supply, Inc. 27 Norm Avenue Mount Kisco, NY 10549, Telephone No. (914) 241-3851; or, an approved equivalent.

Material shall be 3/8" (AASHTO #8) at a depth of five (5") inches, free from clay lump, organic or other deleterious material. Fines shall be evenly mixed throughout the aggregate. Screenings must be graded within the following limits:

| Passing Sieve (Dry Analysis) | Percent by Weight |
|------------------------------|-------------------|
| No. 16                       | 2.7%              |
| No. 8                        | 6%                |
| No. 4                        | 24%               |
| 3/8"                         | 95%               |
| 1/2"                         | 100%              |
| Specific Gravity:            | 2.83              |
| Absorption:                  | 0.65              |

The Engineer reserves the right to reject on or after delivery any material, which does not, in his opinion, meet these specifications.

- b. **STEEL EDGING STRIP:** The forms for this work must be steel edging strips and must meet the requirements of **Section 6.74 B**. All forms must be straight, free from bends and warps at all times, and must be cleaned thoroughly before gravel is placed against them.

**6.04DG.3. METHODS:**

- a. **PREPARATION:** After the tree has been planted and backfilled, under the appropriately scheduled tree planting item, the Contractor must install the steel edging strip.
- b. **STEEL EDGING STRIP:** The steel edging strips must be furnished and installed, under Item No. 6.74 B, as shown on the plans. The Contractor must finish installation of stakes and steel edging strips prior to placement of gravel.
- c. **FINISHING:** The Decorative Gravel must be carefully placed and spread to a thickness of five (5") inches around the new tree. Finish grade of the decorative gravel must be flush with top

of the adjacent 4" x 4" Granite Setts on Sand Base (Item No. 6.06 GS44SB) as shown on the plans.

With fog nozzle water lightly but thoroughly, pressure should not disturb leveled surface.

Any significant irregularities must be smoothed out prior to final acceptance of work.

**6.04DG.4. SUBMITTALS.** A three (3) pound bag of Decorative Gravel must be submitted to the Engineer for approval, along with a sieve analysis and the name of the supplier.

**6.04DG.5. MEASUREMENT.** The quantity of to be paid for under this item must be the actual number of Square Yards of Decorative Gravel placed at the site to the satisfaction of the Engineer.

**6.04DG.6. PRICE TO COVER.** The unit price bid per square yard of Decorative Gravel must cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Excavation must be paid separately under the "Unclassified Excavation" item 6.02 AAN. Steel Edging Strip must be paid separately under Item 6.74 B.

*Payment will be made under:*

|                     |                           |                  |
|---------------------|---------------------------|------------------|
| Item No.<br>6.04 DG | Item<br>DECORATIVE GRAVEL | Pay Unit<br>S.Y. |
|---------------------|---------------------------|------------------|

**SECTION 6.27 A  
DEMOLITION OF STRUCTURES**

**6.27A.1. DESCRIPTION.**

Under this section, the Contractor must furnish all necessary labor, materials, plant, equipment, insurance and necessary incidentals required to demolish, remove, and dispose of sidewalk median, concrete, concrete reinforcement, and debris in designated subway vents, in accordance with the plans, the specifications, and the directions of the Engineer. All work must be done in accordance with the requirement of **Section 6.27** in the NYCDOT Standard Highway Specifications, with the following modifications:

**6.27A.2. METHOD.**

A written sequence of operations to remove the subway vents must be submitted by the Contractor to the Engineer for approval.

The Contractor must be responsible for all damage resulting from and due to his demolition operations. 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.

**6.27A.3. MEASUREMENT.**

**DEMOLITION OF STRUCTURES:** The quantity to be measured for payment must be the number of CUBIC YARDS of material removed for disposal, measured in place, within the limits shown on the Contract Drawings and/or to the satisfaction of the Engineer.

**6.27A.4. PRICE TO COVER.**

**DEMOLITION OF STRUCTURES:** The contract unit price bid per CUBIC YARD must cover the cost of all labor, materials, plants, insurance, equipment, and all necessary incidentals required to execute the work in accordance with the Contract Drawings, the specifications, and direction of the Engineer.

In the event of deletion of parcels by the Engineer or if demolition of a parcel is performed by others, the bid will be adjusted in accordance with the approved breakdown required.

*Payment will be made under:*

| Item No. | Item                     | Pay Unit |
|----------|--------------------------|----------|
| 6.27 A   | Demolition of Structures | C.Y.     |

**SECTION 6.31 DP  
PRECAST CONCRETE DRIP PAN**

**6.31DP.1 DESCRIPTION**

This section describes the construction and installation of precast concrete drip pans at locations indicated on the Contract Drawings or as designated by the Engineer.

**REFERENCES** to "the Department" (except for references to the Department's Approved Lists, which are deemed to refer to the appropriate NYSDOT Approved List), "Materials Bureau," "Director, Materials Bureau," and "Regional Landscape Architect" used herein are deemed to refer to "the Engineer", as defined in the NYC Standard Construction Contract.

**6.31DP.2 MATERIAL**

All cement, pozzolan, and aggregates must be of the sources and types shown on the appropriate NYSDOT Approved Lists. All precast drip pans must meet the requirements set forth below.

- f. The manufacturer shall produce precast units that conform to the details of the approved fabrication drawings. The precast units shall be uniform in appearance. All concrete surfaces which will be exposed to view after installation shall be flat and smooth, free from irregularities and uniform in color and texture. The City, and its representatives, shall have free access to the manufacturing facility and all products produced for the City.
- g. **Formwork.** Concrete shall be cast in rigidly constructed forms which will maintain the units within specified tolerances to the shapes, lines and dimensions shown on the approved fabrication drawings. Forms shall be constructed from flat, smooth, non-absorbent material and shall be sufficiently tight to prevent the leakage of mortar. When wood forms are used all faces in contact with the concrete shall be laminated with a non-absorbent material. All worn or damaged forms which cause irregularities on the concrete surface or damage to the concrete during form removal shall be repaired or replaced before being reused. Form coatings, appearing on the Department's Approved List, shall be applied to all forms.
- h. **Lifting Devices.** Lifting devices shall be a recessed type designed for use in precast concrete. The precast manufacturer shall ensure that the lifting devices selected for use have an adequate capacity to safely handle the precast product. Reinforcing steel shall not be used as a lifting device. Lifting devices that are used for turning or rotating a unit at the precast facility but are not necessary for further handling or installation shall be filled with concrete repair material before the unit is shipped. All other lifting devices shall be filled with concrete repair material after the unit is installed.
- i. **Reinforcing.** Shall meet the requirements in accordance with applicable sub sections of SECTION 2.23, 225 and 4.06 of NYCDOTSS. Unless noted otherwise in approved fabrication drawings or item specification, the minimum concrete cover over reinforcing steel shall be 1-1/2 inch. Reinforcing steel shall be tied and supported to keep it in position during the concrete placement. The ends of chairs or spacers, used to support or locate reinforcing steel, that bear on the faces of forms, shall be made of, or coated with, non-corrosive material so that no discoloration will show on the face of the units. Chairs, tie wires and other devices used to support, position or fasten epoxy coated or galvanized reinforcement shall be made of or coated with a dielectric material. Tack welding or any other welding of specified steel reinforcement will not be allowed. Welding for cage stability will be permitted provided that redundant steel is added in each direction and tied to the cage. The redundant steel shall be thirty (30) bar diameters, minimum, in length and shall be positioned so that the midpoint is located at the weld.
- j. **Corrosion Inhibitor.** When allowed by the individual item specification, corrosion inhibitor may be used in lieu of epoxy coated reinforcing. When corrosion inhibitor is selected for use it shall be clearly noted on the fabricator working drawing or in the fabrication request when standard sheets, contract plan sheets, etc are used as the fabrication drawings. When selected for use,

corrosion inhibitor shall be used in all units produced to the referenced fabrication drawings. The corrosion inhibitor shall be added to the concrete as an aqueous solution at a dosage rate of 4 gal/cy.

- k. The 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, however the use of a formulation of calcium nitrite solution which includes a set control ingredient may be used if setting times and increased water demands are of concern, 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.
- l. When a batching problem exists or is perceived, the City reserves the right to test the hardened concrete at any time to verify the quantity of calcium nitrite present. Units with less than the specified amount of calcium nitrite shall be subject to rejection. If hardened concrete is tested, 4 inches diameter cores shall be drilled by the manufacturer under the supervision of a City representative. Cores shall be a minimum of 4 inches in length unless otherwise approved by the Materials Bureau. Core holes shall be plugged and repaired in accordance with the requirements of repair indicated below.
- m. **Concrete Placement And Consolidation.** Suitable means shall be used for placing concrete to prevent segregation. The concrete shall be thoroughly consolidated by external or internal vibrators or a combination of both, unless otherwise approved by the Engineer. Vibrators shall not be used to move concrete within the forms. Concrete shall be placed and consolidated in a way that minimizes the presence of surface voids or bug holes on the formed surfaces.
- n. **Cold Weather.** When concrete is cast in ambient temperatures less than 50°F the following requirements shall apply:
  - A. Immediately before concrete placement the minimum temperature inside the forms shall be 40°F.
  - B. Immediately following completion of the placement the requirements of the chosen curing method shall be followed.
  - C. Concrete temperatures required by the chosen curing method shall be maintained by means of an external indirect heat supply or by utilizing the heat of hydration. Curing temperatures shall not exceed
  - D. 85°F unless units are steam cured in accordance with this specification. When an external heat supply is used the enclosure shall be properly vented to prevent surface disintegration of the fresh concrete due to
  - E. an accumulation of carbon dioxide gas.
  - F. The plastic concrete shall not be exposed to freezing temperatures after it has been placed into the forms or during the curing period.
- o. **Dimensional Tolerances.** The following tolerances shall apply, unless noted otherwise in the contract documents, approved fabrication drawings or item specification:
  - p. • Unit dimensions ±1/2 inch
  - q. • Variations in required spacing of reinforcing steel, not cumulative. ±2 inches
  - r. • Concrete cover over reinforcing steel +5/8 inch-1/4 inch
  - s. • All reinforcing steel fabrication tolerances shall conform to ACI 117 sec 2.1.
  - t. • All reinforcing steel embedded and lap length tolerances shall conform to ACI 117 sec 2.2.8.

- u. The application of fabrication tolerances shall not impact the proper fit, alignment or function of the assembled precast item, nor shall it negatively impact the appearance of precast items which are exposed to view after installation.
- v. **Architectural Treatments**
  - w. **A. Architectural Patterned And Textured Precast Concrete.** The architectural pattern or textured effect called for in the contract plans shall be obtained by using form liners, stamping equipment or other texturing tools recommended by the manufacturer. Details of the architectural pattern or texture and the fabrication method used shall be shown on the fabrication drawings for the precast item. Concrete surfaces treated with form liners or by stamping shall have a repeatable, seamless pattern such that when installed the units will form a continuous, natural looking, matching and repeatable pattern. Surfaces treated with texturing tools shall be uniform in appearance. When form liners are used, a high quality release agent compatible with the form liner material shall be used. Form liners which are worn or damaged resulting in a non-uniform appearance or damage to the concrete during form removal shall be replaced. Fabrication drawings shall clearly show the design thickness of the precast element and the thickness being added by the architectural pattern or texturing. The architectural pattern or texturing shall not penetrate into the required concrete cover over the reinforcing steel at any point.
  - x. **B. Exposed Aggregate Precast Concrete.** Coarse aggregate shall meet the color and size requirements in the plans. When no size is specified a Type CA1 gradation, or equal approved by the Engineer, shall be used. A set retarder designed for use in exposed aggregate applications shall be used. Surfaces requiring an exposed aggregate finish shall be uniform in appearance with the surface completely covered with exposed aggregate. A set retarder shall be applied, in accordance with the manufacturers recommendations, to the surfaces receiving the exposed aggregate finish. Alternate methods of obtaining the exposed aggregate finish require prior approval of the Engineer. Unless otherwise shown in the contract plans, the depth of exposure shall be 30% of the primary size of the coarse aggregate. The depth of exposure shall be measured by laying a straight edge across the plane of the concrete face and measuring back to the concrete matrix.
  - y. **C. Integral Coloring.** Integrally colored concrete shall be produced by use of a pigment coloring system meeting the requirements of ASTM C979. For each color used the pigment shall be from the same batch or lot unless otherwise approved by the Director, Materials Bureau. Pigment will be approved based on a manufacturers certification of compliance with these requirements. Type 6 white cement, meeting the requirements of NYSDOTSS Section 701-01, may be used to achieve the desired color.
  - z. Coloring pigment shall be added to the concrete mix per manufacturer's recommendations, at a dosage rate to achieve the desired color as specified in the contract documents. The manufacturer's recommended maximum dosage rate shall not be exceeded.
  - aa. **D. Visual Standards.** The Contractor shall construct visual samples that are the same general size and shape as the production units they represent. The samples must be submitted to the Engineer for written approval. Each of the patterns, textures and colors identified in the plans shall be represented by the samples. Only one pattern or texture shall be used per sample face.
  - bb.
  - cc. When multiple patterns or textures are called for, additional samples will be required. Materials and fabrication techniques used in the samples, including curing, concrete pigment and sealers, shall be the actual materials and techniques to be used in the construction of the final product. If the samples are rejected by the Engineer, the Contractor shall construct additional samples as required to obtain the Engineer's approval. The approved samples shall be made available at the precast plant, for use by the inspector as visual standards, throughout production of the units. When surface coatings are to be field applied additional samples, without the surface

coatings, shall be prepared and retained at the precast plant for use as visual standards. The fabrication of precast concrete units shall not begin until written approval of the visual standards has been received from the Engineer.

- dd. **E. Visual Evaluation.** When comparing production units against the visual standards there shall be minimal color and texture variations, from the standard, when viewed in good typical lighting at a 20 foot distance. When viewed alone, production units shall show no obvious imperfections or evidence of repairs other than minimal color and texture variations when viewed in good typical lighting at a 20 foot distance.
- ee. **Curing.** All precast concrete units shall be subjected to curing by any one of the methods described in the following paragraphs. The manufacturer shall provide minimum/maximum temperature thermometers to monitor curing temperatures unless otherwise specified. If, at any time, curing temperatures fall below the specified minimum for the chosen curing procedure, the curing period shall be increased accordingly.
- ff. Except as noted under D. Moisture Retention Curing, no unit shall be subjected to freezing temperatures until the following two conditions are met:
- The chosen curing cycle has been completed.
  - The specified 28 day compressive strength or 3000 psi, whichever is less, has been reached.
- gg. Cylinders shall be cured in the same manner and maintained in the same temperature and environmental conditions as the units they represent until being tested.
- hh. **A. Steam Curing.** The units shall be cured in a suitable enclosure. The enclosure shall be designed to minimize the loss of heat and moisture while allowing for the uniform circulation of steam around the entire unit. The interior surfaces of the enclosure and the surface of the unit shall be moist at all times. Steps shall be taken to prevent localized "hot spots" caused by the steam lines. The enclosure shall be free from outside drafts.
- ii. Steam curing shall not begin until a preset period has been completed. The preset period begins when the last concrete has been placed and continues until the concrete obtains initial set. Prior written approval from the Engineer is required when preset periods of less than two hours are to be used. During the preset period, moderate heat may be applied to the enclosure to maintain the initial temperature of the concrete. The maximum temperature inside the enclosure during the preset period shall be the initial temperature of the concrete +10°F.
- jj. After the preset period is complete, steam shall be injected into the curing enclosure. The temperature inside the enclosure shall not be increased at a rate greater than 40°F per hour. A moist atmosphere shall be maintained at a temperature between 105°F and 185°F for a period of not less than 12 hours. The temperature inside the enclosure shall then be decreased at a rate not exceeding 40°F per hour until the ambient temperature outside the enclosure is reached. The manufacturer shall provide automatic temperature recorders to continuously record the curing temperature inside the enclosure.
- kk.
- ll. **B. Water Spray Curing.** Curing shall begin as soon as the concrete has hardened sufficiently to prevent surface damage from the water spray but not more than 2 hours after the completion of finishing. All exposed surfaces of the precast unit shall be kept wet with a continuous fine spray of water in an enclosure maintained at a temperature of not less than 70°F for a period of not less than 72 hours. Additional curing time may be necessary to meet the 28 day strength requirements.
- mm. **C. Saturated Cover Curing.** The saturated covers used under this method shall be burlap. Curing shall begin as soon as the concrete has hardened sufficiently to prevent surface



damage from the saturated burlap but not more than 2 hours after the completion of finishing. All exposed concrete surfaces on the precast unit shall be covered with burlap, saturated with water before applying. The burlap shall be kept saturated and the units kept at a temperature of not less than 70°F for a period of not less than 72 hours. Additional curing time may be necessary to meet the 28 day strength requirements.

- nn. **D. Moisture Retention Curing.** Units cured in accordance with these methods shall be maintained at a temperature of not less than 45°F for a period of not less than 7 days except as noted below. Additional curing time may be necessary to meet the 28 day strength requirements. When the specified 28 day compressive strength or 3000 psi, whichever is less, has been reached the unit may be exposed to freezing temperatures however the membrane curing compound or curing covers must still be maintained for a minimum of 7 days.
- oo. **1. Membrane Curing Compound.** The membrane curing compounds used under this method must appear on NYSDOT's current Approved List of Membrane Curing Compounds under B. Clear (with fugitive dye). The compound shall be properly agitated immediately before each use. A minimum coverage rate of one gallon per 150 square feet shall be used.
- pp. The membrane curing compound shall be applied to the concrete surface after finishing as soon as the free water on the surface has disappeared and no water sheen is visible, but not so late that the liquid curing compound will be absorbed into the concrete. When curing compound cannot be applied within the above requirements, the manufacturer shall instead immediately begin curing the unit in accordance with one of the other curing methods contained in this specification, until curing compound can be applied.
- qq. If the forms are left on for a minimum of 7 days, curing compound is not required on any formed surfaces. When the forms are removed prior to 7 days, the exposed concrete surfaces shall be wet with water within one half hour of form removal and shall be kept moist until the curing compound is applied. Before application, the concrete shall be allowed to reach a uniformly damp appearance with no free water on the surface and then the compound shall be applied immediately.
- rr. This method of curing shall not be used on any concrete surface which is to have plastic concrete, grout or mortar bonded to it or on any concrete surface that will have a penetrating or coating type treatment such as a sealer or stain applied to it. Another approved method of curing shall be used when this condition exists.
- ss. **2. Curing Covers.** The curing covers used under this method shall be either Plastic Coated Fiber Blankets appearing on the NYSDOT Approved List 711-03 or Polyethylene Curing Covers as approved by the Engineer. Curing covers shall be placed immediately following the finishing operation or form removal, whichever is applicable. Care shall be taken not to damage any exposed concrete surfaces during cover placement. Curing covers shall be placed and secured and be of such condition as to minimize the loss of moisture and temperature.

When it is necessary to use more than one curing cover the edges shall be lapped a minimum of 12 inches.

**E. Other Methods.** Other Methods of curing are subject to approval by the Engineer.

**Repair.** Precast concrete units that contain minor defects caused by manufacture or mishandling shall be repaired at the manufacturing site. In addition, units that contain minor defects caused by mishandling during shipment or installation shall be repaired at the project site. When repairs are made to a unit that has been sprayed with curing compound, the compound must be removed from the repair area before making the repair as it will act as a bond breaker between the precast concrete and the repair material.

Major defects and non-repairable defects in a unit will be cause for rejection of the unit. Defects are defined as follows:

- A. Surface Defects.** Surface voids or bug holes which are less than 5/8 inch in diameter and less than 1/4 inch deep are acceptable, except as noted under D. of this section. Surface defects need not be repaired.
- B. Minor Defects.** Minor defects are defined as: spalls, honeycombing and surface voids which have no dimension greater than 12 inches, when measured along a straight line, and do not expose the reinforcing steel. Minor defects shall be repaired by removing all unsound concrete from the defect, square cutting the edges of the defect to prevent feather edging of the repair and then filling the void with concrete repair material meeting the requirements of NYSDOT Section 701-04 or 701-12. Concrete repair material shall have a color similar to that of the precast unit. The repair shall be finished to the proper shape and cured in accordance with the repair material manufacturer's recommendations. It shall withstand a moderate blow with a 16 oz hammer. The blow shall produce a sharp ring indicating proper bonding of the repair.
- C. Major Defects.** Major defects are defined as: spalls, honeycombing and surface voids which have any dimension greater than 12 inches, when measured along a straight line, or expose the reinforcing steel. Cracks which go through the section or are greater than 0.01 inch in width are also major defects.
- No major defect shall be repaired without prior approval of the Engineer. Requests to repair major defects shall be made in accordance with the requirements contained in the current Materials Procedure for precast concrete.
- D. Non Repairable Defects.** Non repairable defects are defined as: cracks in a concrete surface, which will be exposed to view after installation, that are visible when viewed in good typical lighting with the naked eye at a 10 foot distance; minor defects which in total make up more than 5% of the surface area of the unit and excessive surface defects on more than 5% of the surface area which will be exposed to view after installation.

**6.31DP.3 BASIS OF ACCEPTANCE.** Precast units will be accepted at the job site based on the following: (A) The manufacturer's name must appear on the Department's Approved List for the item being supplied, (B) a manufacturer's certification, and (C) an acceptable product evaluation by the Engineer.

Reinforcement must comply with the requirements of **Section 4.14E** of these I-Pages.

The concrete used to fabricate precast concrete drip pan shall have a minimum compressive strength of 6000 psi @ 28 days.

**Anchors, Lift Devices, and Accessories:** Provide concrete inserts, anchors, and fasteners as indicated or required for fabrication and installation work. Anchor bolts must be one (1") inch in diameter by not less than twenty-four (24") inches long, unless otherwise shown on the Contract Drawings, and must be galvanized in accordance with the requirements of ASTM A 123. Contractor must select the lift devices, and must be responsible for their performance and for any damage resulting from the use of faulty or inferior devices. Lift devices must not be visible on exposed faces of precast members

Setting cement for bolts must be a hydraulic type cement which, when mixed with water, will harden rapidly to produce a permanent anchoring bond. It must contain neither Portland Cement, ferrous metals, nor rust promoting agents. Unit weight must not exceed 125 pounds per cubic foot.

The material must require no more than 48 fl. oz. of water to 10 lbs. of cement to achieve a pourable consistency and no more than 38 fl. oz. of water to produce a plastic consistency.

The compound when prepared in either of the consistencies above must show no shrinkage on setting, but may exhibit a slight expansion of not more than 0.002 inches per linear inch.

Two (2") inch cubes cast from this material must have the following minimum compression strengths:

At age 1 hour 4500 psi

At age 24 hours 5000 psi

#### 6.31DP.4 METHODS

- a. Qualifications of fabricator:
  1. Fabricator of precast concrete products must be an active and approved participant in the PCI Plant Certification Program.
  2. Precast concrete work must be produced in a plant or production facility by a fabricator who has been regularly and continuously engaged in the manufacture of precast concrete products equivalent in complexity to those required for this project for at least 5 years.
  3. Fabricator must have sufficient production capacity to produce the required units without causing any delay in the work.
- b. The Contractor must use extreme care in handling and moving the precast concrete drip pans. Drip pans damaged in storage, handling, hauling, delivery or setting must be replaced by the Contractor at its own expense.

#### 6.31DP.5 MEASUREMENT

Precast concrete drip pans must be measured for payment by each cubic yard installed to the satisfaction of the Engineer.

- a. The number of cubic yards of concrete must be the actual volume of concrete placed in the work in conformance with the contract drawings and contract documents.
- b. Deductions will be made for the volume of openings, the areas of which are greater than one (1) square foot and for bevels on beams, columns and in wall openings when such bevels exceed four (4) inches on the diagonal faces.
- c. Deductions will not be made for expansion joints, structural steel, steel reinforcement, nor for conduits and pipes with a sectional area less than one (1) square foot.

#### 6.31DP.6 PRICE TO COVER

The unit price bid per cubic yard of PRECAST CONCRETE DRIP PAN must cover the cost of furnishing all labor, material, equipment, insurance, and incidentals required to furnish, deliver and install Precast Concrete Drip Pan, complete, and must include, but not be limited to, the furnishing, and incorporation of all concrete; reinforcement; curing; finishing; samples; testing equipment and facilities for testing; all, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

| Item No. | Item                      | Pay Unit |
|----------|---------------------------|----------|
| 6.31 DP  | Precast Concrete Drip Pan | C.Y.     |

**SECTION 6.52 FED****Uniformed Flagperson**

**6.52FED.1. INTENT.** This section describes the employment of uniformed flagpersons to direct and detour traffic.

**6.52FED.2. DESCRIPTION.** The Contractor must furnish an adequate number of flagpersons 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, detours, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

**6.52FED.3. METHODS.** All flagpersons must be English speaking and adequately trained and certified in flagging operations 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 flagpersons, their apparel, hand-signaling devices, active two-way radios, and procedures to be used by them must be in compliance with the requirements of Chapter 6E. FLAGGER CONTROL, in the Federal "Manual on Uniform Traffic Control Devices for Streets and Highways" current edition.

Prior to the start of flagging operations, the Contractor must provide to the Engineer a list of certified flagpersons to be used in the contract, identifying the source of flagger training for each individual. When requested by the Engineer, flagpersons must demonstrate their competency in flagging procedures. Flagpersons not competent in flagging procedures to the satisfaction of the Engineer must be retrained or replaced at once.

The Contractor will be given a minimum of 12 hours advanced notice by the Engineer as to when to furnish a flagperson.

**6.52FED.4. METHOD OF MEASUREMENT.** The fixed price lump sum shown in the bid proposal for this item will be considered the price bid, although actual payment will be based on the authorized work performed by the Uniformed Flagpersons. The fixed sum is not to be altered in any manner by the bidder.

It is agreed that the quantity to be measured for payment will be the number of person-hours of uniformed flagperson service actually performed, as authorized by the Engineer.

Laborers who are not certified uniformed flagpersons will not be measured for payment as flagperson under this item.

**6.52FED.5. BASIS OF PAYMENT.** The Contract price for this item will be a lump sum price for the work performed under this item and will be equal to the total sum of the amount of allowed wages paid for all authorized Uniformed Flagpersons performing vehicular and pedestrian traffic management.

The amount to be paid per person-hour will be calculated as follows:

|   |   |
|---|---|
| For the Entity directly employing the flagperson: |   |
| <b>Wages &amp; Benefits:</b>                      | The hourly rates for wages & benefits ("supplemental") will be the rates listed in the prevailing wage schedule for Laborers ( <i>Notes 1, 2</i> ).   |
| <b>Worker's Compensation Insurance:</b>           | Worker's Compensation Insurance will be paid for at cost, subject to the provisions of Article 26.2.9 of the Standard Construction Contract.  |
| <b>Taxes:</b>                                     | Applicable payroll taxes will be paid for at the appropriate cost.  |
| <b>Overhead &amp; Profit:</b>                     | 12% overhead markup and 10% profit markup will be applied to the wage & benefit amounts.<br>5% combined overhead & profit markup will be applied to the Worker's Compensation Insurance amount.<br>0% overhead or profit markup on the premium portion of overtime wages.<br>0% overhead or profit markup on payroll taxes. |

For the Contractor only, if the Entity directly employing the flagperson is a subcontractor:

|                               |  |
|-------------------------------|--|
| <b>Overhead &amp; Profit:</b> | 5% overhead and profit on subcontractor amounts as calculated above. |
|-------------------------------|--|

**Note 1:** If the contract has multiple prevailing wage schedules (e.g., NYC Comptroller Section 220 prevailing wage schedule or Federal Davis Bacon prevailing wage schedule) with different Laborer wage & benefit rates, the higher wage & benefit rates will be used. The Laborer rates appropriate for the type of work being performed will be used.

**Note 2:** The prevailing wages & benefits in effect at the time of work will be used.

Overhead will include without limitation, all costs and expenses in connection with administration, management superintendence, and all material costs for their apparel, hand-signaling devices, active two-way radios, and any other equipment required, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance.

The Contractor must submit to the Engineer satisfactory evidence of payment on certified payroll forms published by the Comptroller of the City of New York. 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 total 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 these services.

The "fixed sum" is for bidding purposes only and must 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 sum amount.

The Contractor must maintain separate books of accounts and must not charge any portion of the wages and benefits for Uniformed Flagpersons to another part of the work. Payment and partial payments under this item will be treated separately from the rest of the contract items.

The Comptroller's certified payroll report forms must be completed on a weekly basis and submitted to the Engineer every thirty days whenever a payment requisition is submitted in less than thirty days. The Contractor must submit signed original daily sign-in sheets and any required daily reports, as required under this contract or directed by the Engineer.

*Payment will be made under:*

| Item No. | Item                 | Pay Unit  |
|----------|----------------------|-----------|
| 6.52 FED | UNIFORMED FLAGPERSON | FIXED SUM |

**SECTION 6.74 B  
STEEL EDGING STRIP**

**6.74B.1. DESCRIPTION.** Under this section, the Contractor must furnish and install steel edging strip as shown on the plans, and in accordance with specifications and the directions of the Engineer.

**6.74B.2. Material.** Steel edge must consist of lengths of hot rolled steel sections, one quarter (1/4") inch thick by five (5") inches in depth by twenty (20') feet in length. Tapered steel stakes, eighteen (18") inches long, must be spaced thirty (30") inches on center along the length of the edging. Joints between edging strips must be overlapped as indicated on the plans. All edging and stakes must be shop painted with weather resistant paint. Color of paint is to be green as approved by the Engineer. Steel edging shall be "Ryerson Steel Edge" as manufactured by Ryerson-Thypin Steel Co., Eastern, PA.; "Steel Landscape Edging" by Border Concepts, Charlotte, NC; "Landscape and Driveway Edging" by Fisher Bros. Steel Corp., Englewood, NJ; or approval equivalent.

**6.74B.3. Construction Methods.** The steel edging must be installed true to line and grade in accordance with the designs indicated on the plans. All bends and curves must be smooth and uniform. Where bends or curves are of such radius as to make field bending impracticable, they must be made in the shop. All joints must be welded as shown on the plans.

**6.74B.4. Measurement.** The quantities to be measured for payment must be the total number of linear feet of steel edging strip actually installed to the satisfaction of the Engineer. No additional measurement will be made for laps.

**6.75B.5. Price to Cover.** The contract price bid per linear foot for Steel Edging Strip must cover the cost of all labor, material, plant, equipment, insurance, and incidentals required to furnish and install steel edging strip including, but not limited to, stakes as required, all in accordance with the plans, the specifications and the directions of the Engineer.

*Payment will be made under:*

| Item No. | Item               | Pay Unit |
|----------|--------------------|----------|
| 6.74 B   | STEEL EDGING STRIP | L.F.     |

**ITEM 637.9520**  
**FIELD INFORMATION MANAGEMENT SYSTEM**

**DESCRIPTION:**

This work must consist of providing a fully operational field information collection and management system and support services.

**MATERIALS:**

The field information management system must include all the components, and adhere to, the specifications in Attachment A attached to this specification.

The Contractor is required to have the vendor of the field information management system on call for support services for the duration of the contract.

**CONSTRUCTION DETAILS:**

The Contractor must provide and maintain a field information management system with access made available to parties as designated by the Engineer. The Contractor must make the system fully operational, including training, prior to the project first working day.

The system must be maintained and remain in service until either: (a) the Engineer requests its removal in writing, (b) the NYCDOT relinquishes the Engineer's field office and the field information management system is relinquished as part of the Engineer's field office, or (c) the later of either thirty (30) days after the final contract acceptance date or thirty (30) days after the date the Contractor provided the last documentation necessary for processing the final contract acceptance.

Ownership of the software supplied by the Contractor must remain the property of New York City Department of Transportation (NYCDOT). All data is the property of NYCDOT and must be provided in a useable format at the completion of the contract.

The Contractor must maintain the information management system vendor account in good standing to prevent service interruptions for the duration of the project.

**METHOD OF MEASUREMENT:**

The field information management system will be measured on a fixed price Dollar Cents pay unit basis.

**BASIS OF PAYMENT:**

The pay item is a 'draw down' item. As materials are supplied, the receipts for the materials must be submitted to the Engineer (Note: 'materials' includes all software, software customizations, labor, services, and service contracts provided to furnish and maintain all of the components of the system). The Contractor will be reimbursed for receipted costs of materials plus five percent (5%) for profit and overhead.

The total cost shown in the itemized proposal for this pay item will be considered the price bid even though payment will be made only for actual materials supplied, with profit and overhead. The unit price amount is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid for the contract.



**ATTACHMENT A**

This pay item must include supplying a cloud based field information management system with the following capabilities.

**ACCESS**

- Accessible from any internet connected desktop and laptop through a vendor supported browser
- Accessible from vendor supported mobile tablets (ex. Apple iPad)

**SYSTEM FUNCTIONALITY**

The system will provide the following functionality in real time to all authorized users:

- Field Recording
  - Work Report (Inspector Reports) progress tracking quantity, labor, equipment, field sketches, forms, etc.
  - Engineer Reports (EIC Journals) with automatically integrated Work Reports
  - Punch List Issue tracking with Ball In Court, Priority and Due Date assignment
- Cost Control
  - Generate Payment Estimate (Progress Payment) with thresholds to warn Engineer of the following payment scenarios: Quantity Over Authorized Quantity, Quantity Over Material Acceptance Restriction, Charge to Contractor Recorded, Force Account Estimate limit, Field Change Payment Recorded, Major Item Over Run, Minor Item Over Run and Material Partial Payment Recorded
  - Material Acceptance Tracking Module
  - Material Partial Payment (MOH/Stockpile) Module
  - Contract Change Order Module
  - Field Change Payment Tracking
  - DBE Tracking
  - Retainage Tracking
  - Provide electronic data input into NYSDOT CEES system
  - Project Close Out Milestone tracking and CEES based Close Out Reports
  - CEES based Reporting Module
- Document Control (all with Ball in Court, Priority, Due Date and electronic notifications for electronic communication between project participants)
  - Request For Information (RFI) Module
  - Submittal Module
  - Submittal Package Module
  - Transmittal Module
  - Meeting Minutes Module
  - Messages Module
  - File Cabinet for storage of (Photos, Videos, Forms, Contract Documents, Specifications and all project files)
- Ability to electronically load files into File Cabinet via upload and/or email into from web based email systems
  - Plan Module. (Ability to view, organize and submit/approve original & marked up plans)

- Scheduling
  - Display current approved CMP schedule
  - Ability to record activities against CPM schedule
  - Ability to export actual activities used information into Scheduling Software
- Archive. Provide automated conversion of Project records into text selectable PDF files organized into standard folder structure for storage and/or printing
- Provide continual (when and wherever wireless service is reasonably available) two-way synchronization between all components of the system
  - Provide offline option for vendor approved mobile device
- Integrated Search Module
- Support/Help Module

#### DATA REQUIREMENTS

The following information is required for Project Set Up

- Searchable Contract Plans and Proposal
- Searchable Standard Specifications
- Searchable common Data Resources (MURK Manuals, Standard Sheets, Engineering Instructions, etc.)
- Initial CPM Schedule
- Field User Forms

#### DATA STORAGE /TRANSFER

- Data must be stored and maintained on a cloud based server with regular secondary location backups
- Continual access to system must be available from the office and field office must be provided (via internet)
- Raw data will be made available to NYCDOT through provided API
- All data must be transferred to NYCDOT in a useable electronic format at the end of the contract

#### MAINTENANCE /SERVICE

- Any as-needed maintenance/service/upgrades must be provided in a timely manner
- Software is able to be customized for NYCDOT direction

#### TRAINING

- In-person training on the use of the systems must be provided
- Continuous help call support also must be available for the duration of the contract
- Training and support services must be performed by a qualified representative from the field information management system vendor

**SECTION 7.07 MB2  
MARTELLO BOLLARD, VERSION 2.0**

**7.07 MB2.1. DESCRIPTION.**

Under these items, the Contractor must furnish and install the Martello Bollard, in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

**7.07 MB2.2. MATERIALS.**

(A) Bollard shall be manufactured by:

Reliance Foundry Co. Ltd.  
6450 148 Street #207  
Surrey, BC V3S 7G7  
Phone: 1-888-735-5680  
Fax (604) 590-8875  
Website: [www.reliance-foundry.com](http://www.reliance-foundry.com)  
E-mail [info@reliance-foundry.com](mailto:info@reliance-foundry.com)

(B) Description:

1. Model: Reliance Foundry; R-7651-EM, consisting of:

- a. Bollard base, to be embedded in and filled with concrete;
- b. Bollard cap with reflective striping, ready for permanent installation on top of base once concrete has been poured into body;

2. Drawing: 0215-3-0, Rev. C;

3. Size:

- a. 22-1/2 inches high above grade;
- b. 25-1/2 inch base diameter;
- c. 35" high overall;

4. Design: Low profile, sloped-sided oval;

5. Material: Steel meeting ASTM A36;

6. Coating shall be black textured semi-gloss polyester powder coat over epoxy primer.

(C) Concrete used for embedding bollards shall comply with the requirements of Section 4.13.3.(B) in the NYC Department of Transportation (NYCDOT), Standard Highway Specifications.

**7.07 MB2.3. INSTALLATION AND SITE STORAGE.**

(A) DELIVERY, STORAGE, AND HANDLING: Bollard must be protected from the elements with a waterproof and ventilated covering to avoid condensation. Protect steel from corrosion, deformation, and other damage during delivery, storage, and handling. Store bollards on platforms or pallets sloped to provide drainage. Box and plastic wrapping of bollard must not be removed until just prior to installation.

(B) BOLLARD PLACEMENT: Bollards to be placed where shown on Contract Drawings and directed by Engineer.

(C) INSTALLATION: Installation must be performed as described here and as shown on the Contract Drawings.

1. Excavate to required depth and width needed to form for concrete foundation to the size as shown on the Reliance Foundry Drawing Number 0215-3-0 (see Annexure 1). Concrete must be placed a minimum of 3" below and a minimum of 6" around the perimeter of the embedded bollard.
2. Place bollard in correct location using rebar and tie downs such that the bollard is plumb and true to the satisfaction of the Engineer.
3. Pour concrete to level just below embedding hole in bollard embedding steel; ensure that the bollard does not move laterally, upward, downward due to buoyancy of concrete.
4. Proceed to open bollard cap and pour concrete into bollard embedment and bollard itself. Be sure to fill bollard and bollard embedment entirely, checking for voids, to the satisfaction of the Engineer.
5. When the bollard is entirely filled and concrete extrudes from embedding hole, fill the rest of the form up to grade. Replace bollard cap.

**7.07 MB2.4. FIELD QUALITY CONTROL.**

- (A) Engineer must verify model and color of product and also verify that the product is built to dimensions specified in Subsection 7.07 MB2.2, above.

**7.07 MB2.5. SUBMITTALS.**

All submittals must be as per Section 1.06.13 of the NYC Department of Transportation's Standard Highway Specifications and in accordance with the following requirements:

- (A) CATALOG CUTS: Bollard manufacturers' catalogue and supporting literature must be submitted for approval along with color sample.
- (B) SHOP DRAWINGS: All Shop Drawing submittals must be as per section 1.06.13 of the NYC Department of Transportation's Standard Highway Specifications. Before the work is started, the Contractor must submit shop drawings for approval.

**7.07 MB2.6. MEASUREMENT.**

The quantity of Martello Bollards to be paid for under this item must be the number of bollards actually installed to the satisfaction of the Engineer.

**7.07 MB2.7. PRICE TO COVER.**

The price bid must be unit price for each Martello Bollard and must include the cost for all labor, materials, hardware, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, excavation, furnishing and installing the bollard, cap, concrete foundation and fill, reflective tape, and any rebar or other necessary items required to set and install the Martello Bollard; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

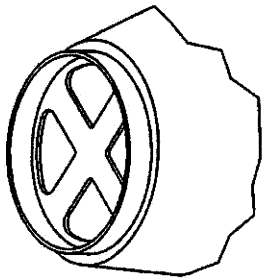
*Payment will be made under:*

|          |                               |          |
|----------|-------------------------------|----------|
| Item No. | Item                          | Pay Unit |
| 7.07 MB2 | Martello Bollard, Version 2.0 | EA.      |

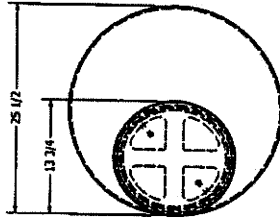
ANNEXURE 1

**R-7651-EM Embedded Mount Martello Boilard**

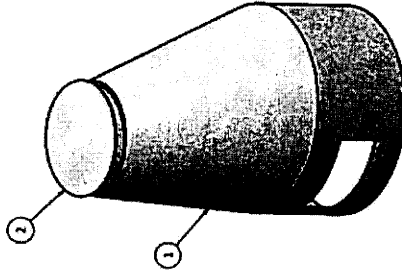
The R-7651-EM Martello Boilard offers a unique blend of functionality and aesthetics—designed to draw vehicle attention and protect pedestrian areas. Conceptualized by Billings Jackson Design, its obduse shape is modelled after historic Martello towers once prized as defensive outposts due to their solid form and construction. R-7651-EM bollards are embedded in ground to ensure a high level of impact protection. Steel construction comes powder coated in 1 of 6 standard colors. Copyright Billings Jackson Design.



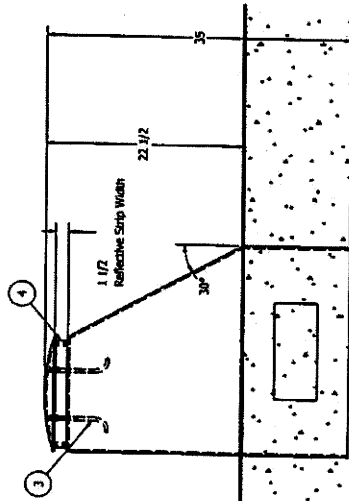
Isometric Top View Without Cover



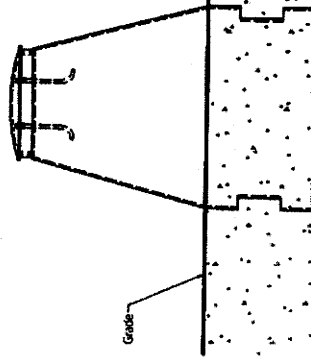
Top View



Isometric View



Side View



Front View

- How to install:
- 1) Attach concrete anchor to bollard cover
  - 2) Fit bollard with concrete
  - 3) Fit bollard cover onto bollard body and set anchor in wet concrete
  - 4) Install reflective strip

**RELIANCE FOUNDRY**

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**Martello Boilard R-7651-EM**

REV: 0215-3-0

DATE: 0215-3-0

SHEET 1 OF 1

| ITEM | QTY | PART NUMBER | DESCRIPTION      | MATERIAL  | WEIGHT (LB) |
|------|-----|-------------|------------------|-----------|-------------|
| 1    | 1   | 0215-3-1    | Bollard Body     | Steel A36 | 160         |
| 2    | 1   | 0215-3-2    | Bollard Cover    | Steel A36 | 20          |
| 3    | 2   | 0215-3-3    | Concrete Anchor  | Steel A36 |             |
| 4    | 1   |             | Reflective Strip |           |             |

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**SECTION 7.19 AA**  
**POST INSTALLED ADHESIVE ANCHORS**

**7.19AA.1. INTENT.**

This section describes the construction and installation of post installed reinforcing bars to form a Load Transfer connection between the existing and new structure using adhesive anchors. The cost of concrete placed at the joint must be paid for under the appropriate pay Item, 4.06.

**7.19AA.2. DESCRIPTION.**

Load Transfer Joints must consist of the installation of steel dowels adhesively anchored to the existing concrete ventilation structures to form a connection with the new concrete extension walls.

**7.19AA.3. MATERIALS.****7.19AA.3.1 ANCHOR SYSTEMS.**

Adhesive anchors must be a material listed on NYSDOT Approved List 701-07.

**7.19AA.3.2 REBAR DOWELS**

1. Rebar dowels must be in accordance with specification 4.14E of these I-pages.
2. The anchoring system must be installed and prepared with the minimum embedments as specified by manufacturer, unless otherwise noted.
  - a. Product and manufacturer:
    - i. HIT-HY 200 by Hilti
    - ii. SET-XP by Simpson
    - iii. Pure50+ by Dewalt

**7.19AA.4. METHODS.**

Each load transfer joint shall be constructed as shown on the Contract Drawings.

- a. Repairs to existing substrate:
  1. The existing structure, within 12" of new work and as indicated by the Condition Survey, as prepared in accordance with 4.06 CS, must be repaired in accordance with the contract drawing repair details and specifications 4.06 SR and 4.06 SCR.
- b. Surface Preparation:
  1. Area to come in contact with new concrete must be roughened as per International Concrete Repair Institute (ICRI) Concrete Surface Profile (CSP) 4. Holes must be drilled into the existing structure at the position shown on the Contract Drawings and as per the adhesive anchor manufacturers' recommendation for embedment depth and placement.
- c. Positioning:
  1. A frame, as approved by the Engineer, must be used to hold the drill in a position perpendicular to the contact surface at the correct height and provide the means to force the bit into the concrete by lever action.
- d. Sealing:
  1. After surface has been mechanically roughened, adhesive dowels have been set and cured and before concrete placement, the roughened area shall be cleared of all undesirable material. Concrete shall be furnished and placed per Item 4.06. After the

*Modified for HWK1669A on 08.29.2018*

concrete structure has hardened, all joints shall be cleaned of all loose and undesirable materials before sealing joints.

**7.19AA.5. MEASUREMENT.**

The quantity to be measured for payment shall be the number of adhesive anchor penetrations with dowels or U-Bars installed, counted in place, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

**7.19AA.6. PRICE TO COVER.**

The contract bid price per Load Transfer Dowel must cover the cost of all labor, materials, equipment, insurance, and incidentals required to prepare the surface, furnish and install the load transfer dowel complete in place, including all steel dowel bars, adhesive mortar, etc., to furnish such samples for testing as may be required and to anchor the new to the existing structure and complete the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer. The cost of concrete placed at the joint must be paid for under the appropriate pay item, 4.06.

*Payment will be made under:*

| Item No. | Item                            | Pay Unit |
|----------|---------------------------------|----------|
| 7.19 AA  | Post Installed Adhesive Anchors | EA.      |

**SECTION 8.22 EMW**  
**BELOW GRADE ELASTOMER WATERPROOFING MEMBRANE**

**8.22 EMW.1. INTENT.**

Under this section, the Contractor must furnish and apply below grade elastomer membrane waterproofing, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer

**8.22 EMW.2. GENERAL REQUIREMENTS****a. Submittals.**

1. **Product Data:** For each component comprising waterproofing system, submit waterproofing manufacturer's ("Manufacturer") technical data sheets, safety data sheets ("SDS"), instructions for evaluating, preparing, and treating substrates, and installation and testing procedures.
2. **Project References:** Submit separate reference lists from both Manufacturer and waterproofing installer ("Installer") that include specific projects previously completed which have utilized the principal materials submitted for this project. Manufacturer must illustrate a minimum of ten (10) years of prior experience providing the principal materials submitted for this project on similar projects.
3. **Shop Drawings:** Submit drawings prepared specifically for this project showing locations and extent of waterproofing, tie-in details, and termination details.
4. **Samples:** Submit two (2) samples (4"x4") that are representative of the finished membrane surface, texture, and color.
5. **Installer Approval from Manufacturer:** Submit certificate signed by the Manufacturer certifying that Installer is an approved installer of Manufacturer's products.

**b. QUALITY CONTROL**

1. **Installer Qualifications:** Engage an experienced Installer who is authorized in writing by Manufacturer for installation of the specified waterproofing system. The Installer shall be an established firm regularly engaged in satisfactory installations of similar materials on projects similar in nature and complexity.
2. **Manufacturer Qualifications:** Manufacturer must have ISO 9001 certification. Manufacturer must be a primary blender with proprietary formulations, an Approved Applicator program, and have the capacity to provide field technical services as required. All primers and membranes must be provided from the same manufacturer.
3. **Manufacturer's On-Site Representative:** Manufacturer shall provide an authorized representative ("On-Site Representative") to be on the job site at all times to observe the installation of each portion of the membrane system. The On-Site Representative, upon consultation with the Engineer, may suspend any item of work that is suspect and/or does not meet the requirements of this specification or Manufacturer. Resumption of work must only occur after the On-Site Representative and Engineer are satisfied that appropriate remedial action has been taken by Installer.
4. **Schedule pre-installation meeting** to review installation schedule, shut down, and restricted access procedures.

**c. DELIVERY, STORAGE, AND HANDLING**

1. **Deliver products** in Manufacturer's original containers labeled with Manufacturer's name, product brand name, and batch/lot numbers.

*Modified for HWK1669A on 08.29.2018*



2. Store materials as required by Manufacturer in a clean, dry, protected location and within temperature range required by Manufacturer. Protect stored materials from direct sunlight.
3. Replace product damaged by shipment, weather, or job conditions.

d. PROJECT CONDITIONS

1. Adjacent areas not to be waterproofed must be protected. Apply or erect masking, spray curtains, and partitions as necessary to prevent overspray.
2. Install system when air and substrate temperature is above -20°F and substrate temperature is 5°F above the dew point and rising.
3. Substrate moisture content must be 5.0% or less. Test concrete moisture content with a non-destructive concrete moisture meter such as Tramex CME4 or CMEX II.

**8.22 EMW.3. MATERIALS.**

a. Product and Manufacturer:

1. Bridge preservation by Bridge Preservation LLC. 686 South Adams Street, Kansas City, KS 66105, (913) 321-9000, info@bridgepreservation.com, www.bridgepreservation.com
2. PmB Blue Shield by PIM Corporation, 201 Circle Drive No. Suite 105, Piscataway, New Jersey 08854, Phone 732-469-6224, www.pimcorp.com
3. Eliminator by GCP Applied Technologies Inc., 62 Whittemore Avenue, Cambridge, Massachusetts 02140, Tel:+1 617 876-1400, www.gcpat.com

b. Waterproofing Systems

1. General: Provide a spray applied, 100% solids, fast cure, high build polymer system that prevents the passage of water and complies with the physical property requirements specified herein. Compliance must be demonstrated by third party testing meeting the requirements in this document. Use materials specified below.
2. Primer: Single or multi-component polymer primer with the material properties shown in Table 1.

**Table 1**

| <b>Physical Property</b> | <b>Test Method</b> | <b>Requirement</b>                                 |
|--------------------------|--------------------|--|
| Gel Time                 |                    | 5 minutes, minimum                                 |
| Tack Free Time @77°F     |                    | 2.5 minutes, maximum                               |
| Mixing Ratio             |                    | Per manufacturer                                   |
| Adhesion to Concrete     | ASTM D4541         | 150 psi, minimum, or failure in concrete substrate |

3. Spray Applied Base Coat Membrane: 100% solids, rapid curing elastomer with the material properties shown in Table 2.

**Table 2**

| <b>Physical Property</b>                              | <b>Test Method</b>    | <b>Requirement</b>                                 |
|---|-----------------------|--|
| Solids Content  |                       | 100%   |
| Gel Time  |                       | 10 seconds, maximum                                |
| Tack Free Time  |                       | 30 seconds, maximum                                |
| Shore Hardness  | ASTM D2240            | 40D, minimum                                       |
| Water Vapor Transmission                              | ASTM E96, Procedure B | 0.94 perms, maximum                                |
| Adhesion to Concrete                                  | ASTM D4541            | 150 psi, minimum, or failure in concrete substrate |
| Tensile Strength                                      | ASTM D638             | 2,000 psi, minimum                                 |
| Tear Strength (Die C)                                 | ASTM D638             | 350 pli, minimum                                   |
| Elongation at Break                                   | ASTM D638             | 150%, minimum                                      |
| Low Temperature Crack Bridging (1/8" opening @ -15°F) | ASTM C1305            | Pass @ 40 cycles                                   |

## 8.22 EMW.4. EXECUTION

### a. Preparation:

1. Provide clean, sound concrete substrate.
2. Repair spalls and other defects as per section 4.06 SR of these I-pages.
3. Prepare concrete surfaces (excluding joints between precast arches) to The Society for Protective Coatings (SSPC)-SP13/NACE No. 6 Surface Preparation of Concrete and achieve a Concrete Surface Profile ("CSP") of at least 3 measured using International Concrete Repair Institute (ICRI) Concrete Surface Profile (CSP) chips.
4. Prepare inside faces of joint openings between precast arches by brush-blasting.
5. Prepare metal surfaces to SSPC-SP10/NACE No. 2 Near-White Blast Cleaning and achieve a 3-5 mil blast profile measured using a Surface Profile Gages such as PosiTector SPG.
6. Test prepared concrete surface in accordance with ASTM D 4541. Minimum pull strength is 150 psi or failure in the concrete substrate.

### b. Inspection:

Prior to application of primer, On-Site Representative must inspect and approve substrate preparation.

### c. Installation:

1. Do not begin membrane installation until all materials and equipment necessary to perform the installation are at the job site and all required repairs have been completed.
2. Installer must maintain spray and other installation equipment in proper operating condition throughout installation. Installer shall provide reserve equipment as required.

3. On-Site Representative must perform and record relevant field quality control tests and readings throughout the installation process in accordance with Section 8.22 EMW.4, d of these I-pages.
4. Spray, squeegee, or roll primer at 130-200 ft<sup>2</sup> per gallon over surfaces to receive spray applied waterproofing membrane. Allow primer to go tack free before spraying waterproofing membrane.
5. Spray base coat membrane over primed surfaces at a minimum thickness of 80 mils (20 ft<sup>2</sup> per gallon) or the minimum thickness required to meet the physical properties listed in Section 8.22 EMW.3,b,3, Table 2 of these I-pages. Spray additional base coats as required to achieve the specified thickness.
6. For areas of membrane that will not be backfilled, spray or roll Aliphatic Top Coat at 130 ft<sup>2</sup> per gallon to achieve a wet film thickness of 12 mils. Aliphatic Top Coat shall be placed within four (4) hours of base coat membrane installation.

d. Field Quality Control

1. All work in this section to be completed by On-Site Representative. On-Site Representative or Installer shall record all readings and test results into a daily quality control log ("QC Log"). A copy of each QC Log must be submitted to the Engineer at the end of each day.
2. Record environmental condition readings at least once every four (4) hours, when ambient conditions significantly change, or immediately prior to Installer performing new task (prior to installing primer, primer to installing base membrane, etc.), whichever is more frequent.
3. Record material batch numbers, processing information, and quantity of each material used.
4. Perform adhesion strength testing of primer bond to substrate and base membrane bond to primer in accordance with ASTM D 4541. On concrete surfaces, the minimum adhesion value must be 150 psi or failure within the concrete substrate. On metal surfaces, the minimum adhesion value is 300 psi.
5. Perform dry film thickness testing of base membrane in accordance with SSPC-PA2, SSPC-PA9, or ASTM D1005. Stroke per gallon method is also a suitable method of thickness assurance on most projects.
  - i. If On-Site Representative or Installer uses non-destructive magnetic test equipment, testing must be performed in accordance with SSPC-PA2 Measurement of Dry Coating Thickness with Magnetic Gages.
  - ii. If On-Site Representative or Installer uses non-destructive ultrasonic test equipment, testing must be performed in accordance with SSPC-PA9 Measurement of Dry Coating Thickness of Cementitious Substrates Using Ultrasonic Gages. Ultrasonic testing is usually accurate to +/- 5%.
  - iii. If On-Site Representative or Installer uses destructive test equipment, testing must be performed in accordance with this section:
    1. Remove a sample of membrane from the substrate by cutting or use of a hollow punch.
    2. Remove any excess substrate residue from the backside of the sample.
    3. Measure thickness of the sample at the thinnest point using a handheld micrometer or dial caliper.

6. Spray equipment is calibrated and tested to a stroke count per gallon of material sprayed.
  7. Other components of system may be tested for thickness using wet film or stroke per gallon methods.
  8. On-Site Representative or Installer must perform visual inspections throughout installation process. Holidays or other defects in the waterproofing system must be marked and repaired.
- e. Curing, Protecting, and Cleaning
1. Curing: Allow waterproofing system to cure a minimum of one (1) hour, or the minimum amount of time required by Manufacturer, prior to allowing vehicular traffic or placement of asphalt overlay.
  2. Protecting: Protect installed work prior to acceptance by Owner.
  3. Cleaning: Clean spills and oversprays as they occur. Consult Manufacturer's product literature and SDS for proper cleaning products and methods. Clean site to Owner's satisfaction prior to final acceptance.

**8.22 EMW.5. MEASUREMENT.**

The quantity of Elastomeric Waterproofing to be paid for under this item must be the number of square feet of elastomeric waterproofing measured along the length of the building and the height as indicated on the drawings, as placed in the work, furnished and installed with all incidentals, complete in accordance with the plans, specifications and directions of the Engineer.

**8.22 EMW.6. PRICE TO COVER.**

The contract price per square foot for Elastomeric Waterproofing must include the cost of all labor, materials, equipment, appliances, insurance, and all other incidentals required to waterproof the items as indicated on the Contract Drawings; all in accordance with these specifications and the directions of the Engineer.

*Payment will be made under:*

| Item No. | Item                      | Pay Unit |
|----------|---------------------------|----------|
| 8.22 EMW | ELASTOMERIC WATERPROOFING | S.F.     |

**SECTION 9.07**  
**NON-WOVEN GEOTEXTILE**

**9.07.1. INTENT.** This section describes the installation of the non-woven geotextile that is to be furnished and installed as part of this project.

**9.07.2. DESCRIPTION.** Under these Items, the Contractor must furnish and install non-woven geotextile to separate landscape materials in accordance with the plans and specifications, and as directed by the Engineer.

**9.07.3. MATERIALS.** All non-woven geotextile must be synthetic and rot proof. It must be manufactured for the purpose of separating two different materials. Materials must be a material listed on NYSDOT Approved List 731-01 with an AASHTO Class 2, Drainage application, non-woven.

**9.07.4. METHOD.**

- (A) Delivery, Storage and Handling:
- 1) Delivery: Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer.
  - 2) Storage: Store materials in clean, dry area in accordance with manufacturer's instructions.
  - 3) Handling: Protect materials during handling and installation to prevent damage.
- (B) Examination: Examine subgrade areas to receive non-woven geotextile. Notify Engineer if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.
- (C) Installation:
- 1) Install non-woven geotextile in accordance with manufacturer's instructions at locations indicated on the Drawings.
  - 2) The non-woven geotextile must be rolled directly on the ground. All seams must be overlapped a minimum of six (6") inches.
  - 3) No equipment, materials or machinery must be placed on or be transported over exposed geotextile.
  - 4) Topsoil as shown on the plans and as directed by the Engineer must then be carefully placed to prevent dislocation of the fabric. If the fabric is damaged during installation, the rupture must be removed and the damaged area must be covered with a patch of new fabric that will overlap the undamaged fabric by at least six (6") inches in all directions. All repaired fabric surface costs must be done at no additional cost to the City.
  - 5) Cost of the Topsoil must be paid separately under Item No.4.15.

**9.07.5. MEASUREMENT.** The quantity of Non-Woven Geotextile to be paid for must be the number of SQUARE YARDS, measured in its final position, installed to the satisfaction of the Engineer. No additional measurement will be made for overlaps of material.

**9.07.6. PRICE TO COVER.** The price bid must be a unit price per SQUARE YARD of Non-Woven Geotextile and must include the cost of furnishing all labor, material, equipment, insurance, submittals, and incidental expenses necessary to complete the work; all in accordance with the plans and specifications and to the satisfaction of the Engineer. The cost of Topsoil must be paid separately under Item No. 4.15.

*Payment will be made under:*

| Item No. | Item                 | Pay Unit |
|----------|----------------------|----------|
| 9.07     | NON-WOVEN GEOTEXTILE | S.Y.     |

**SECTION 9.07 AWB  
NON-WOVEN GEOTEXTILE WEED BARRIER AND ROOT BARRIER**

**9.07A.1. INTENT.** This section describes the installation of non-woven geotextile that is to be furnished and installed as part of this project as WEED BARRIER and installation of High Density Polyethylene geomembrane that is to be furnished and installed as part of this project as ROOT BARRIER.

**9.07A.2. DESCRIPTION.** Under these Items, the Contractor must furnish and install WEED BARRIER and ROOT BARRIER in accordance with the plans and specifications, as directed by the Engineer.

**9.07A.3. MATERIALS, WEED BARRIER:** All WEED BARRIER shall be non-woven geotextile and must be synthetic and rot proof. It must be manufactured for the purpose of providing a weed protection barrier.

- (A) Definition: Weed protection application is defined as the horizontal placement of a flexible porous geotextile under pavers and/or landscape mulch to inhibit weed growth at the landscape surface.
- (B) Weed Barrier must be a one hundred percent (100%) polypropylene woven or non woven spun bond fabric with UV inhibitors. The fabric must prevent weed germination and reduce maintenance while allowing water, herbicides and fertilizers to pass through. The fabric must demonstrate the following minimum characteristics: having a minimum ASTM D-4491 water permeability of 12 gallons per minute per square foot; ASTM D-4632 Tensile Strength of 95; and an ASTM D-4355 Ultraviolet Exposure of 70% strength retained after 150 hours of exposure.
- (C) PRODUCT SUPPLIERS:
  - 1) Architect's Choice 295 Series; Ground Cover Industries, Inc.; Warnerville, IL  
1-800-550-4424
  - 2) WB Pro Black 3 oz Fabric; DeWitt Company, Sikesone, MO 63801  
1-800-888-9669
  - 3) Mirafi MSCAPE Geosynthetic; TenCate Co. Pendergrass, GA 800-685-9990;  
www.mirafi.com;
  - 4) Or approved equal

**9.07A.4. MATERIALS, ROOT BARRIER:** All ROOT BARRIER must be High Density Polyethylene geomembrane and must be synthetic and rot proof. It must be suitable for the purpose of providing a root protection barrier.

- (A) Definition: Root protection application is defined as the horizontal or vertical placement of a High Density Polyethylene (HDPE) geomembrane under or alongside planting areas to inhibit root growth and penetration beyond the designated planting area especially where such growth would interfere with structures.
- (B) High Density Polyethylene (HDPE) geomembrane Root Barrier. Thickness (minimum average): 40 mil/1.00 mm. HDPE Root Barrier specifications to meet or exceed

GRI GM 13.

**(C) PRODUCT SUPPLIERS:**

- 1) GPS HDPE Root Barrier 40 mil; Global Plastic Sheeting, 1331 Specialty Drive, Vista, CA 92081 (760) 597-9298;
- 2) Root Barrier VR; Tremco, 3735 Green Road, Beachwood, OH 44122 (800) 562-2728
- 3) 40 mil Root Barrier; Americover Inc, 2067 Weinridge Place, Escondido, CA 09029 (800) 747-6095.
- 4) Or approved equal

**9.07A.5. SUBMITTALS.**

(A) Submittals: All submittals must be submitted in accordance with the requirements of the contract. The Contractor must submit the following for the Engineer's review and approval prior to purchase:

1. **Manufacturer's Data:** The Contractor must submit manufacturer's data with sufficient detail to demonstrate compliance with the requirements of this specification.
2. **Samples:** The Contractor must furnish the required number of samples of the weed or root protection material for use in the work for approval and the Engineer's use, but not less than two samples 8" x 8". The label must include the manufacturer's product name, the type of fabric, and the weight of grade of the material.
3. **Certification:** Provide the manufacturer's certificate stating the name, product name, style number, chemical composition and other pertinent information to fully describe the product.
4. **Manufacturer's installation guidelines.**
5. **Material Safety Data Sheet for active ingredients.**

**9.07A.6. DELIVERY, STORAGE AND HANDLING**

(A) Delivery, Storage and Handling:

1. Deliver materials to site in manufacturer's original, unopened packaging, with labels clearly identifying product name and manufacturer, style number and roll number and including a compliance statement certifying that all ingredients and inspection standards for the product have been met.
2. Materials must be protected from damage due to shipment, water, sunlight, and contaminants. The protective wrapping must be maintained during periods of shipment and storage.
3. During storage, product must be elevated off the ground and out of direct sunlight.
4. **Handling:** Protect materials during handling and installation to prevent damage.
5. Either mislabeling or misrepresentation of materials must be reason to reject those products.

(B) Examination:

1. Examine subgrade areas to receive weed barrier or root barrier. Notify Engineer if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.



## (C) Installation Weed Barrier:

1. Install non-woven, geotextile in accordance with manufacturer's instructions at locations indicated on the Drawings.
2. Areas where weed barrier fabric is to be installed must be smooth, firm, stable and free of rocks, clods, foliage, roots, trash, debris or other material that will prevent the matting from lying in direct contact with the soil surface. The landscape fabric must be placed where shown in the contract documents and as required by the manufacturer. Fabric must overlap by six inches and be pinned into position using landscape wire staples 3" long with staples placed a minimum of six feet on center.
3. The woven or non-woven geotextile must be rolled directly on the ground. All seams must be overlapped approximately six (6") inches. When joining two pieces of geotextile, be sure they do not become separated at any point.
4. Seaming can be accomplished by using construction adhesive and/or overlapping. Sod pins may also be used for seams, but make sure there are no gaps.
5. Secure fabric with pins every six feet on center.
6. Do not allow gaps in fabric during installation or backfilling.
7. No equipment, materials or machinery must be placed on or be transported over exposed geotextile.

## D) Installation Root Barrier:

1. Install High Density Polypropylene in accordance with manufacturer's instructions at locations indicated on the Drawings.
2. Areas where root barrier material is to be installed must be smooth, firm, stable and free of rocks, clods, foliage, roots, trash, debris or other material that will prevent the geomembrane from lying in direct contact with the subgrade surface. The material must be placed where shown in the contract documents and as required by the
3. The material must be rolled directly on the ground. All seams must be overlapped approximately six (6") inches. When joining two pieces of geomembrane, be sure they do not become separated or form gaps at any point.
4. Place topsoil and/or structural soil as shown on the plans and as directed by the Engineer must then be carefully placed to prevent dislocation of the geomembrane. If the material is damaged during installation, the rupture must be removed and the damaged area must be covered with a patch of new material that will overlap the undamaged fabric approximately six (6") inches in all directions. All repaired material surface costs will be deemed part of the price bid.
5. Cost of the Topsoil must paid separately under Item No.4.15.

**9.07A.7. MEASUREMENT.** The quantity of WEED BARRIER and ROOT BARRIER to be paid for shall be the number of SQUARE YARDS of each type required, measured in its final position, furnished and installed in accordance with the plans and specifications and the directions of the Engineer.

**9.07A.8. PRICE TO COVER.** The price bid shall be a unit price per SQUARE YARD of each type installed and shall include the cost of furnishing all labor, material, equipment, insurance, submittals, and incidental expenses necessary to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer. The cost of Topsoil must be paid separately under Item No. 4.15.

*Payment will be made under:*

| Item No. | Item                                       | Pay Unit |
|----------|--|----------|
| 9.07 ARB | NON-WOVEN GEOTEXTILE – ROOT BARRIER (HDPE) | S.Y.     |
| 9.07 AWB | NON-WOVEN GEOTEXTILE – WEED BARRIER        | S.Y.     |

## **SECTION 9.90 TS TEMPORARY SHIELDING**

### **9.90 TS.1. INTENT.**

Under this section, the Contractor must design, furnish, place, maintain Temporary Shielding at locations shown on the plans or as ordered by the Engineer. Details of the shielding must conform to the requirements of Federal and Local Regulations.

### **9.90 TS.2. DESCRIPTION.**

- a. The Work under this item includes the preparation of shop drawings Signed and Sealed by a New York State Licensed Engineer, design calculations, and furnishing of all necessary labor, materials, plant, equipment, insurance, and incidentals required in addition to all necessary timber, lumber, plywood, shielding, anchoring, and fastening materials; drilling and cutting, as required; constructing, placing, maintaining and disposing of temporary shielding; all in accordance with the plans, specifications and the direction of the Engineer.
- b. The Contractor must retain the service of a Professional Engineer to design shielding for typical and/or individual case specific locations/conditions and obtain NYCT and Engineer's approval.
- c. Contractor must furnish and install temporary shielding below the limit of work and above the track clearance envelope to prevent debris from falling onto the track level and interrupting NYCT train service during all construction operations except installation and removal of said shielding. The number of vents that can be shielded above the tunnel clearance envelope and within the project limits to ensure the NYCT tunnel ventilation maintains an acceptable level of service during construction, is dependent on the type of shielding, impervious or permeable as described in 9.90 TS.3.1 herein.
- d. Unless otherwise specified, trains will be in continuous operation during the performance of the work under this contract. It is contemplated that the work hereunder will be done without interruption of, or change in, the regular scheduled operation of trains on the Railroad.
- e. The Contractor must coordinate with the NYCDOT Office of Construction Mitigation and Coordination (OCMC) Stipulations and NYCT to confirm the number of vent shafts that can be under construction simultaneously.
- f. The plans and methods, Work Plan, for protecting and securing the subway tracks must be prepared before any work affecting the Railroad is commenced. Such methods must be changed during construction if conditions so require. However, the methods of doing work, or the failure to change the methods required will not relieve the contractor of its responsibility for the performance of this contract as herein elsewhere provided.
- g. All materials and operations under this item to meet the requirements of Title 29, Code of Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA), and AASHTO Standard material, earth and live load requirements. Documentation of compliance must be included with the Work Plan submitted.

### **9.90 TS.3. MATERIALS.**

The selection of materials must be the Contractor's option subject to approval of the Engineer.

- a. Temporary Timber Shielding. Timber Shielding must be new or used and consist of any acceptable species which can be placed satisfactorily. The Shielding must be fire-resistant. The shielding must have a preservative treatment conforming to the American Wood-Preservers Association (AWPA) Standard C-2, Soil Contact. The timbers should not be less in actual cross section or stress grade than that shown on the plans, or approved by the

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Engineer. Stress Grading and acceptance must be in accordance with the requirements and provisions of ASTM D245. The timbers must be sound and free from any defects which might impair its strength or tightness. The materials must include all necessary waling and bracing required.

- b. Temporary Steel Shielding. Steel Shielding must be new or used conforming to the requirements of ASTM A36 unless otherwise indicated on the contractor's design. Stock steel may be used. The Contractor must furnish to the Engineer, certified copies of physical and chemical test results which must include a sworn statement by a qualified mill representative to the effect that the subject material conforms to the requirements of the steel specified.
- c. Materials must comply with the following requirements:
  - 1. STRUCTURAL STEEL: Conforming to the provisions of ASTM A36.
  - 2. WOOD: The timber must be fire-resistant. The timber must have a preservative treatment conforming to the AWPA Standard C-2, Soil Contact. The timbers should not be less in actual cross section or stress grade than that shown on the plans, or approved by the Engineer. Stress grading and acceptance must be in accordance with the requirements and provisions of ASTM D245.

### **9.90 TS.3.1 TEMPORARY SHIELDING NOTES**

#### **a. Design:**

1. The Contractor must provide temporary protective shielding over subway tracks prior to the commencement of any works. The temporary protective shielding must be adequate to support, but not limited to, dead loads, live loads, and any construction temporary loads. The temporary protective shielding must trap and contained all debris from falling onto active subway tracks. Temporary protective shielding must remain in place until all works has been completed.
2. The Contractor must coordinate with NYCT for the installation of temporary support, and observe NYCT schedule and guidelines.
3. If there are any conflicts between details shown on this contract and NYCT standard guidelines, NYCT standard guidelines must be observed.
4. All personnel performing temporary supports installation must undergo mandatory track safety training. All costs associated with training must be included with the cost of temporary protective shielding.
5. Contractor must verify field conditions and dimensions prior to final protective shielding design and ordering of materials. If conditions or dimensions differ from what is shown on the contract drawings, contractor must get engineering approval prior to proceeding.
6. The Contractor must design temporary protective shielding system and submit design calculations and all manufacturers' catalog data for review and approval. Calculations must be signed and sealed by a professional engineer licensed in the State of New York. The contractor must obtain approval from engineer, and NYCT prior to start of material ordering. Cost of calculations and shop drawings must be included with the cost of temporary protective shielding.
7. Where the loading due to the contractor's machinery or equipment is in excess of the above, such loading must be substituted.
8. NYCT train track minimum clearance envelope must be observed, as shown on elevation.



• **Shear:**

|                                  |                      |
|----------------------------------|----------------------|
| Structural Shapes, gross section | 15 kip per sq. in.   |
| Turned Bolts                     | 15 kip per sq. in.   |
| Field Rivets, power driven       | 12.5 kip per sq. in. |
| Welds, 1/4" nominal size         | 2 kip per in.        |
| 3/8" nominal size                | 3 kip per in.        |
| 1/2" nominal size                | 4 kip per in.        |
| 5/8" nominal size                | 5 kip per in.        |

3. Allowable Unit Stresses for Timber in lb. Per Sq. Inch

| Nature of Stress   | Long Leaf Pine, Fir   | Short Leaf Pine | White Pine, Spruce | White Oak      |
|--|---|-----------------|--------------------|----------------|
| <b>Bending</b> , extreme fibre   | 1600  | 1250            | 1250               | 1400           |
| <b>Compression:</b>  |   |                 |                    |                |
| Parallel to grain  |   |                 |                    |                |
| For L/d >15  | 1600 (1-L/60d)  | 1250 (1-L/60d)  | 1250 (1-L/60d)     | 1600 (1-L/60d) |
| For L/d ≤ 15   | 1200  | 940             | 940                | 1400           |
| Perpendicular to grain   | 320   | 200             | 200                | 560            |
| <b>Shear</b>   | 150   | 150             | 90                 | 140            |
| Modulus of Elasticity*   | 1,500,000   | 1,500,000       | 1,200,000          | 1,200,000      |
| Where:   | L = Length of Member in inches<br>d= Least side or diameter in inches |                 |                    |                |
| * For long continued loading, the Modulus of Elasticity decreases to one-half the value given above. |   |                 |                    |                |

c. Material limitations:

1. The contractor may utilize an impervious or permeable surface as shielding over the track subject to the following limitations:
2. No more than 1 vent shaft may be shielded at a time without approval by NYCT.

d. Removal and Reuse:

1. Upon completion of all work, and with the exception of setting new grating, the Contractor must notify the Engineer and NYCT, and remove all shielding and connections to the existing structure.
2. On the completion of the work, all temporary shielding must be removed, and any damage to the structure caused by the construction and/or maintenance of said shielding must be repaired and the surfaces restored to a condition equally as good as that existing prior to the commencement of the Work.
3. At the Engineers discretion and visual approval, the contractor may reuse tunnel shielding and/or components in another vent.

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4. The contractor is responsible to verify the fit-up of all shielding, new or reused.

**9.90 TS.4. QUALITY CONTROL**

- a. Submittals: The Submittals required for the Engineers and NYCT's approval include:
  1. Plans and sections of shielding
  2. Signed and sealed calculations of temporary supports, shielding as described with backup documentation of strength and capacity of all materials specified with Structural load limitations of all components of the existing structure to be impacted by the Work.
  3. Submit six (6) sets o complete details and connections of the shield to the NYCT for review and approval.

**9.90 TS.5. CONSTRUCTION DETAILS**

It must be the Contractor's responsibility to install a temporary shielding in accordance with the State and Federal Safety Codes.

- a. The shielding installed under this item must be of sufficient size and strength to meet the requirements of Title 29, Code of Regulations, Part 1926, Safety and Health Regulations for Construction (OSHA), and New York State Standard Live Load requirements. Prior to use, the Contractor must supply the Engineer with documentation of compliance.
- b. Construct supports in a manner that will ensure that supported faces, and loads exerted thereon, will be stabilized; give particular attention to lateral supports.

**9.90 TS.6. METHOD OF PAYMENT**

The quantity of temporary shielding to be measured for payment must be the number of linear feet of shielding installed at the location shown on the plans.

**9.90 TS.7. PRICES TO COVER**

The unit price bid per linear foot must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing 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 |
|----------|---------------------|----------|
| 9.90 TS  | TEMPORARY SHIELDING | L.F.     |

**SECTION NYC-556.03  
SHEAR STUD CONNECTORS**

**NYC-556.03-1 DESCRIPTION.**

The work will consist of furnishing and placing of stud shear connectors, in accordance with the contract documents, and in a manner satisfactory to the Engineer. All work must be done in accordance with the requirement of **Section 556.03** in the NYSDOT Standard Specifications, with the following modifications:

**NYC-556.03-2 MATERIALS.**

Steel used for the manufacture of stud shear connectors must conform to the ASTM A108, UNS Designation G10100 thru G10200, either Semi-Killed, or Killed Deoxidation. Stud shear connectors must be furnished in the dimension shown on the Contract Plans.

**NYC-556.03-3 CONSTRUCTION DETAILS****NYC-556.03-3.01 GENERAL**

- a. Placing and Fastening Reinforcing Steel. Prior to placing reinforcement, all grease, dirt, mortar, and any other foreign substances must be removed.
- b. Loose rust and loose millscale on uncoated reinforcement must be removed by wire brushing. Steel reinforcement must be placed in the position indicated in the contract documents and within the allowable tolerances specified. Before concrete is placed, all reinforcement must be securely fastened and supported with approved chairs or other approved devices.
- c. Inspection. Concrete must not be placed until the reinforcing steel is inspected, placement of the steel meets applicable tolerances, and permission for placing concrete is granted by the Engineer. All concrete placed in violation of this provision will be rejected and removed.
- d. Stud Shear Connectors. Stud shear connectors must be shop or field welded to the structural steel members at the locations indicated in the contract documents. This work must be done in accordance with the provisions of the AWS D1.1.

**NYC-556.03-4 METHOD OF MEASUREMENT**

Stud Shear Connectors will be measured as each connector placed.

**NYC-556.03-5 BASIS OF PAYMENT**

The unit price bid per EACH stud must include the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the plans, the specifications, and the directions of the Engineer. If the use of any stud shear connector requires payment of a royalty to the manufacturer, the royalty must be included in the unit price bid for this work.

*Payment will be made under:*

| Item No.   | Item                  | Pay Unit |
|------------|-----------------------|----------|
| NYC-556.03 | Stud Shear Connectors | EA.      |



**SECTION NYCT-7N  
HDPE MEMBRANE WATERPROOFING**

**NYCT-7N.1 DESCRIPTION.**

## a. Scope of Work.

The Contractor must perform all operations necessary for HDPE waterproofing work indicated on the Contract Drawings and specified herein, as directed by the Engineer. The products specified herein are intended for "blind side" applications in which the membrane is applied against a base mud slab on horizontal applications and against lagging or sand wall on vertical applications. The adhesive side faces the structural concrete, which is cast later.

## b. Description

The High Density Polyethylene (HDPE) membrane specified herein is for use in "blind side" waterproofing applications in which the construction proceeds from the exterior (lagging or sheeting) in toward the interior of the structure. The product to be used must be capable of forming a tenacious bond to the structural concrete.

c. Submissions. Three copies of certification of compliance with specification requirements.

## d. Quality Assurance

1. All waterproofing materials including primer must be in compliance with applicable Federal and New York State and Local VOC regulations.
2. Waterproofing membranes must not be used where soil is contaminated with oil.

**NYCT-7N.2 MATERIALS.**

## a. General.

1. Materials must be delivered to the site in the manufacturer's sealed containers, marked with the manufacturer's name and brand indicating the grade and quality of the materials. Materials showing evidence of damage or deterioration, or of having been opened must be rejected.
2. The Engineer must check the labels on the materials against the list of materials approved for use on the project.
3. Rejected materials must be removed from the site before the application of membrane waterproofing is started.
4. Materials must be stored so that they are not subject to physical damage or contamination. The materials must be protected from oils, greases, waxes and solvents.

## b. Membrane.

1. The membrane sheet must be a factory manufactured composite sheet consisting of a thick, high density polyethylene (HDPE) film and two layers of synthetic adhesives.
2. The membrane must be supplied in rolls which are interwound with a disposable silicone-coated release liner.
3. The membrane sheet must be Bituthene Preprufe 160R Waterproofing Membrane, for vertical applications or Bituthene Preprufe 300R Waterproofing Membrane for mud-slab applications, both manufactured by Grace Construction Products of Cambridge, Massachusetts, or an approved equal product.
4. The required physical properties of the Membrane are given in Table 1.

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**TABLE 1  
PHYSICAL PROPERTIES FOR HDPE MEMBRANES:**

| Property                                   | Typical Value                                  |  | Test Method                       |
|--|--|--|-----------------------------------|
|  | For Walls                                      | For Mud Slabs                                  |                                   |
| Color                                      | White  | White  |                                   |
| Thickness                                  | 0.80 mm (0.0315 in.) nominal                   | 1.20 mm (0.047 in.) nominal                    | ASTM D 3767                       |
| Low Temperature Flexibility                | Unaffected at - 23°C (-10°F)                   | Unaffected at - 23°C (-10°F)                   | ASTM D 1970                       |
| Elongation                                 | 300% minimum                                   | 300% minimum                                   | ASTM D412 Modified <sup>1</sup>   |
| Crack Cycling at -23°C (-10°F), 100 cycles | Unaffected                                     | Unaffected                                     | ASTM C 836                        |
| Tensile Strength, Film                     | 27 600 kPa (4,000 lb/in.2) minimum             | 27 600 kPa (4,000 lb/in.2) minimum             | ASTM D4.12                        |
| Puncture Resistance                        | 445 N (100 lbs) minimum                        | 900 N (221 lbs) minimum                        | ASTM E 154                        |
| Peel Adhesion to Concrete                  | 880 N/m (2.5 lb/in.) width                     | 880 N/M (5.0 lb/in.) width                     | ASTM D 903 Modified <sup>2</sup>  |
| Lap Adhesion                               | 440 N/m (2.5 lb/in.) width                     | 440 N/m (2.5 lb/in.) width                     | ASTM D 1876 Modified <sup>3</sup> |
| Resistance to Hydrostatic Head             | 70 m (231 ft) minimum                          | 70 m (231 ft) minimum                          | ASTM D5385 Modified <sup>4</sup>  |
| Permeance                                  | 0.6 ng/m <sup>2</sup> sPa (0.01 perms) maximum | 0.6 ng/m <sup>2</sup> sPa (0.01 perms) maximum | ASTM E96 Method B                 |
| Water Absorption                           | 0.5% maximum                                   | 0.5% maximum                                   | ASTM D 570                        |

**Footnotes:**

1. Elongation of membrane is measured at a rate of 50 mm (2 in.) per minute.
2. Concrete is cast against the protective coating surface of the membrane and allowed to properly dry (7 days minimum). Peel adhesion of membrane to concrete is measured at a rate of 50 mm (2 in.) per minute at room temperature.
3. The test is conducted 15 minutes after the lap is formed and run at a rate of 50 mm (2 in.) per minute at -4°C (25°F).
4. Hydrostatic head tests on HDPE membranes are performed by casting concrete against the membrane with a lap. Before the concrete sets a 3 mm (0.125 in.) spacer is inserted perpendicular to the membrane to create a gap. The cured block is placed in a chamber into which water is introduced to the membrane surface up to a head of 70 m (231 ft.).
5. The membrane must contain a protective coating to protect the membrane from the weather and UV light for up to 30 days before casting concrete against it.

**NYCT-7N.3 CONSTRUCTION METHODS.**

**a. Preparation of Surface**

1. Concrete surfaces to which membrane waterproofing is to be applied must be smooth and sound without gaps or voids or any sharp protrusions. Bevels of fillets must be provided where surfaces intersect. Earth and stone substrates must be compacted to produce an even solid substrate.
2. There must be no standing water in the substrate before applying the waterproofing membrane.

**b. Application**

1. Apply membrane waterproofing when ambient temperatures are 25 degrees F (-4 degrees c) or above.
2. Apply membrane with the HPDE film side facing the prepared substrate and the protective coating side facing the concrete to be poured.
3. Apply succeeding sheets by overlapping the previous sheet three (3) inches along the uncoated edge of the membrane. Roll the sidelap to ensure a tight seal. Overlap the

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ends of the membrane three (3) inches. Apply a sealing tape, as recommended by the membrane manufacturer, centered over the lap. Roll the endlap to assure a tight seal. Remove the release liner.

4. Inspect the membrane before placing of reinforcing steel, formwork and concrete. Repair damaged areas by placing sealing tape over the damaged area and roll firmly. Remove the release liner.
5. New concrete must be placed within 30 days. Care should be taken when placing concrete to avoid damage to the membrane. Sharp objects should not be used to consolidate concrete.
6. Additionally, membrane must be installed following all instructions and guidelines set forth by the membrane system manufacturer.
7. Floor slab and wall penetrations must be sealed with a compatible liquid waterproofing material, lapped at least 6 inches over the HDPE membrane.
8. The concrete forming system must be compatible with the membrane system in minimizing or eliminating the need for form ties or other penetrations through the membrane. One-sided wall-forming systems are preferred.

**NYCT-7N.4 MEASUREMENT.**

Measurement will be made on the basis of square yard area covered. Lapping of sheets must not be included in the square yardage.

**NYCT-7N.5 PRICE TO COVER**

The unit price bid per square yard must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the plans, the specifications, and the directions of the Engineer.

Payment for HDPE Membrane Waterproofing will be made at the price stipulated in item NYCT-7N.1, which price must include the cost of providing and installing tapes at laps, application of liquid applied membrane waterproofing at wall or slab penetrations, and all other work, labor and material necessary or incidental to the installation.

*Payment will be made under:*

| Item No.  | Item                        | Pay Unit |
|-----------|-----------------------------|----------|
| NYCT-7N.1 | HDPE Membrane Waterproofing | S.Y.     |

## SECTION RCP-MSPL1 MISCELLANEOUS PLUMBING

### RCP-MSPL1.1. INTENT

This section describes the removal and disposal of existing miscellaneous plumbing; the furnishing, delivery and installation of all new miscellaneous plumbing.

### RCP-MSPL1.2. DESCRIPTION.

Under this section, the Contractor must replace existing miscellaneous plumbing, including ductile iron pipe, cast iron dome frame, cast iron under sidewalk drains, pipe to wall penetration seal and strainer where directed; all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

**Ductile Iron Pipe:** Furnishing, delivering and installing of Ductile Iron Pipe in accordance with Section 5.04 of NYCDOT Highway Specifications, **Sections 21.03, 60.11, 60.12 and 60.13** in the NYCDEP Sewer and Watermain Standard Specifications and 6.79 AG of these I-pages.

**Ductile Iron Pipe Connections.** Furnishing, delivering and installing of Ductile Iron Pipe Connections in accordance with Section 5.04 of NYCDOT Highway Specifications, **Sections 21.03, 60.11, 60.12 and 60.13** in the NYCDEP Sewer and Watermain Standard Specifications and 6.79 AG of these I-pages.

**Cast Iron Dome Frame and Grate.** Furnishing, delivering and installing Cast Iron Dome Frame and Grate must be in accordance with **Section 63.11** in the NYCDEP Sewer and Watermain Standard Specifications and Section 7.54 A of these I-pages.

**Cast Iron Floor Drain Frame and Grate.** Furnishing, delivering and installing Cast Iron Floor Drain Frame and Grate must be in accordance with **Section 63.11** in the NYCDEP Sewer and Watermain Standard Specifications and **Section 7.54 A** of these I-pages.

**Cast Iron Strainer.** Furnishing, delivering and installing Cast Iron Floor Strainer must be in accordance with **Section 63.11** in the NYCDEP Sewer and Watermain Standard Specifications and Section 7.54 A of these I-pages.

**Cast Iron Backwater Valve.** Furnishing, delivering and installing Cast Iron Backwater Valve must be done in accordance with **Section 63.11** in the NYCDEP Sewer and Watermain Standard Specifications and Section 7.54 A of these I-pages.

**Pipe-To-Wall Penetration Seal.** Furnishing, delivering and installing 4-inch pipe-to-wall penetration seal, including steel sleeve and anchor/water stop plate must be done in accordance with the requirement of **Section 65.41** in the NYCDEP Sewer and Watermain Standard Specifications.

### RCP-MSPL1.3. MATERIALS.

- a. Ductile iron pipe must comply with the requirements of NYCDEP Sewer and Watermain Standard Specification, Section 21.06 and must be Class 56 unless otherwise specified.
- b. Joints must comply with the requirements of NYCDEP Sewer and Watermain Standard Specification, Subsection 21.06.5.
- c. Concrete for drip pan must comply with the requirements of 6.31 DP of this spec.
- d. All fittings required must be ductile iron or gray iron rated for two hundred fifty (250) pounds per square inch in accordance with ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11.

**RCP-MSPL1.4. CONSTRUCTION METHODS.**

Construction Methods must comply with the requirements of NYCDEP Sewer and Watermain Standard Specification, Subsection 50.41.3.

**RCP-MSPL1.5. MEASUREMENT.**

The miscellaneous plumbing work must be measured on a lump sum basis.

**RCP-MSPL1.6. PRICES TO COVER.**

The contract price bid for Miscellaneous Plumbing must be a Lump Sum Price and must include the cost of all labor, materials, equipment, insurance, and incidentals required to furnish, deliver and install all miscellaneous plumbing with all other work incidental thereto required to furnish and incorporate in the work, complete, in place, but not limited to, all ductile iron pipe, furnishing and placing joint materials, special pipes where required, inlets, cleanouts, bulkheads, temporary cover, trimming, fitting and building the pipe into concrete or masonry, connections to sewers, and all other items necessary to complete this work and perform all work incidental thereto, in accordance with the Contract Drawings and specifications, including No Pay specification items 6.79 AG and 7.54 AA, and as directed by the Engineer.

*Payment will be made under:*

| Item No.  | Item                   | Pay Unit |
|-----------|------------------------|----------|
| RCP-MSPL1 | Miscellaneous Plumbing | L.S.     |

**SECTION 6.79 AG**  
**4" DUCTILE IRON PIPE CONNECTION**  
**(NOT A BID ITEM)**

**6.79.AG.1. INTENT.**

This section describes the construction of 4" ductile iron pipe connections between basins, inlets, sewers or manholes, and dry wells.

**6.79.AG.2. DESCRIPTION.**

- a. Ductile iron pipe connections must be constructed with internally locked "Push-on" joints not requiring thrust blocks or tie rods, and laid on a compacted layer of Broken Stone, or encased in concrete where specified.
- b. Pipes must be of the nominal inside diameter shown or specified.
- c. Dimensions of concrete encasement must be as shown on the plans.

**6.79.AG.3. MATERIALS.**

- a. Ductile Iron Pipe must be of the various sizes specified, must be epoxy lined and in compliance with the requirements of the New York City Department of Environmental Protection, Standard Sewer and Water Main Specifications, dated July 1, 2014, Section 21.06.
- b. All joints for Ductile Iron Pipe must be "Push-On" joint types, meeting the requirements of ANSI Specification A21.11, latest revision.
  1. The joints must be internally locked, not requiring thrust blocks or tie rods, and must be made in accordance with manufacturer's instructions for assembling the type of joint furnished.
  2. Push-on joints must be:
    - i. the Super Bell-Tite Joint of Amstead Industries, Two Prudential Plaza, 180 North Stetson Street, Suite 1800, Chicago, IL 60601, Tel. 312.645.1700
    - ii. the Tyton Joint of U.S. Pipe and Foundry Company, Two Chase Corporate Drive, Suite 200, Birmingham, AL 35244, Tel. (866) 347-7473.
    - iii. the Fastite Joint of the American Cast Iron Pipe Company, 1501 31st Avenue North, Birmingham, AL 35207, Tel. (205) 325-7701.
    - iv. or such other joint as may be approved as equivalent by the Engineer. For each bell, there must be furnished a rubber gasket.
- c. Mortar for joints must comply with the requirements of Section 3.07 of NYCDOT Highway Specifications, Type 1, Mortar, except that the proportions must be one (1) part of cement to one and one-half (1-1/2) parts of sand and that the ingredients may be mixed by hand.

**6.79.AG.4. METHODS.****a. Laying**

The pipe must be laid with male ends toward the outlet. All pipes must be laid true to line and grade, tightly fitted together and matched so that when laid in the work they will form a drain with a smooth and uniform invert. Unless a shorter length of pipe is required or otherwise permitted, not less than twenty-four (24) feet of piping must be laid in one operation and the trench for each basin connection must be fully excavated for its entire length before any pipes are laid therein.

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During the progress of the work the interior of the connections must be cleared of all foreign matter and the exposed ends of pipe must be provided with approved temporary covers fitted to the pipe so as to exclude such materials. Unconnected dead ends of pipe must be closed with approved tile or precast concrete plugs or with hand tightening (wing nut type) expandable plugs as manufactured by O.R.H.A. Industries or Jones Manufacturing Co., or approved equal, so as to provide a watertight seal. The threads are to be greased prior to tightening to ensure a proper seal without stripping.

b. Joints

All joints for Ductile Iron Pipe must be "Push-On" joints.

c. Wyes and Tees

The Contractor must provide ductile iron pipe Wye or Tee connections as required by the field conditions and as directed by the Engineer.

d. Drainage inlets must be installed as shown on the plans and in accordance with manufacturer's instructions.

e. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plug in ends of uncompleted pipe at end of each day or when work stops.

After installing drainage course on top of piping, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory and approved by the Engineer.

f. Damaged Pipe

Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, must be replaced and removed from the site of the work by and at the sole expense of the Contractor.

g. Field Cutting

Ductile iron pipe must be cut only by means of abrasive saws, hack saws, wheel type cutters, milling type cutters or as approved by the Engineer. The use of "squeeze" type pipe cutters and cutting torches will not be permitted. The use of diamond points and dog chisels will not be permitted. The outside of the cut end shall be beveled about one-quarter (1/4) inch at an angle of about thirty (30) degrees all around the pipe, with a coarse file or a portable grinder.

h. Fitting Into Reinforced Concrete Structures

Pipe connections shall not enter reinforced concrete structures less than twelve (12) inches from the top or bottom of the structure. The ends of pipes which enter the reinforced concrete structure shall be neatly cut to fit the inner face of the structure. When directed, such cutting shall be done before the pipes are built in.

Wherever the proposed connection is to connect with an existing structure in which there is a branch pipe which is damaged or of unsuitable size or in improper position, such pipe shall be removed and be replaced with a pipe of suitable size or be reset in the proper position.

**SECTION 7.54 AA**  
**CAST IRON DRAIN FRAMES AND GRATES AND APPURTENANCES**  
**(NOT A BID ITEM)**

**7.54AA.1. DESCRIPTION.**

Under this section, the Contractor must furnish, deliver and install cast iron drain frames and grates, strainers and backwater valves of the specified shape and size, in accordance with the Contract Drawings, the specifications and directions of the Engineer. Furnishing and delivery must be in accordance with **Section 63.11** in the NYCDEP Sewer and Watermain Standard Specifications.

The work of forming concrete and connecting and joining it to drainage piping and drainage structures, including connecting pieces, must be included for each of the drain frames and grates specified.

**7.54AA.2. MATERIALS.**

The Drain Grates and Frames, strainers and backwater valves must be Cast Grey Iron meeting the requirements of ASTM A 48 Class 30B with no finish.

The various castings must be in accordance with **Section 20.07** - Standard Specification for Iron Castings.

- a. **MANUFACTURERS.** Cast Iron Frames and Grates and appurtenances are acceptable from the following manufacturers:
  1. Josam Manufacturing Co. 525 West Highway 20, Michigan City, IN 46360 Tel.800-365-6726
  2. Jay R. Smith Mfg. Co. 2781 Gunter Park Dr. East, Montgomery, AL 36109-1405 Tel. (334) 277-8520
  3. Or approved equivalent supplier whose castings comply with the material criteria outlined in Subsection 7.54AA.2, herein.
- b. **GRATES AND FRAMES.** The drain frames and grates must be fabricated with grates that are connected to frames with "lockable" screws or bolts.
  1. **Cast Iron Dome Frame and Grate:** Roof Drain: Small Sump, Clamp Ring & Cast Iron Dome, 22080 Series coated cast iron roof Drain with beehive dome, WEJLOC non-puncturing clamp ring with integral gravel stop, small sump with roof flange and bottom outlet By Josam Manufacturing Co. Series No. 22080 Series.
  2. Or approved equal
- c. **STRAINER AND BACKWATER VALVE.**
  1. **Strainer:** Parapet Type, Angle Grate Strainer By Josam Manufacturing Co. Series No. 24724-20.
  2. **Backwater Valve:** Swing-Check Type w/No-Hub Connections: Series coated cast iron Backwater Valve, offset type, bronze fixed swing-check assembly, bolted gasketed cover, and no-hub connections. 3" Dia. Swing check valve by Josam Manufacturing Co. Series No. 67403
  3. Or approved equal

- a. **SUBMITTALS.** Follow the procedures in the General Conditions of Section 1.06.31 of the NYCDOT Standard Highway Specifications. Submit shop drawings for each drain frame and

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grate item in accordance with the requirements of the General Conditions, Section 1.06.13 of the Standard Highway Specifications. Shop Drawings must contain manufacturer's installation guidelines, and include details of the connections to adjoin drainage piping and drainage structures.

**7.54AA.3. EXECUTION.**

Install drain frames and grates at the locations indicated on the Contract Drawings and in accordance with approved shop drawings. Finished drain frames and grates must be constructed with a maximum allowable tolerance of  $\pm 1/16$ " for dimensional accuracy and rail co-planarity.

**SECTION NYCT-SPLS  
RELOCATE NYCT STANDPIPE****NYCT-SPLS.1. INTENT.**

This guideline covers the New York City Transit (NYC Transit) requirements for installing fire standpipe systems for train stations.

**NYCT-SPLS.2. DESCRIPTION.**

This section describes the relocation of existing NYCT standpipes, as shown on the contract drawings and as directed by the Engineer. The station standpipe system is a dry pipe type system and consists of interconnected piping with hose valve outlets that, under normal circumstances, do not contain water. Water is supplied by the Fire Department pumper through the Fire Department connections. The system also includes a sound powered telephone jack system for communications.

**NYCT-SPLS.3. MATERIALS.** Existing standpipes are to be retained by the Contractor. Fenders must be 5-inch steel pipe Schedule 80, as shown on **Standard Drawing No. 45161-A-Z**. All additional materials must be subject to approval by the NYCT.

Only new pipe shall be used and the piping shall be sufficiently supported in accordance with the NYCT requirements in the specifications and as noted on the contract drawings. New Fire Department connections (FDC) shall be furnished with a factory applied red coating, unless otherwise required by NYC Transit.

All FDCs shall have two (2) 3" swivels with Fire Department, City of New York, female threads and shall be provided with red plastic breakable caps. They shall also have a clapper installed in each inlet branch. The piping from the FDC to the standpipe riser as well as the standpipe riser shall be four (4) inch pipe size.

All free standing FDCs at underground stations shall incorporate a customized brass sleeve with an integral base plate to which the street sound powered telephone connection box shall be attached. All Fire Department connections (FDCs) connected to a standpipe system shall have signage that indicates the FDC is for a dry standpipe system, the station that it serves, and the lines that it serves. All signs shall have a red background with white lettering/symbols. NYC Transit Office of Station Signage will furnish and install a sign on this base plate indicating the station name and the line.

A sound powered telephone jack system shall be installed along with the standpipe system in an underground station. This equipment is to be installed as per NYC Transit requirements and Fire Department requirements.

**NYCT-SPLS.4. METHODS.**

The design and installation of the fire standpipe system shall be in accordance with the Fire Code and Property Maintenance Code of New York State, National Fire Protection Association Standard 14, CPM Station Program - Engineering Group Design Specification and Details, and this design guideline. In all cases, the current edition of each should be used.

- (A) Removal - Contractor must exercise extreme caution to carefully remove existing standpipe, pipes, signs, etc. and reinstall at new location as shown on the plan. Where directed by the Engineer, any damage to the existing NYCT standpipe and

*Modified for HWK1669A on 08.29.2018*

parts due to the contractor's operations and/or his/her means and methods must be immediately corrected to the satisfaction of the Engineer at no additional cost to the city and NYC Transit Authority (MTA). After dismantling the standpipe, the piping must be capped until connection is to be made to the relocated standpipe.

- (B) Storage – The Engineer must approve storage of standpipes and appurtenances within the project limits. The Engineer reserves the right to limit the storage of on-site materials to three (3) calendar days in business or congested areas. Standpipes must be supported upon wooden blocks of sufficient size to prevent injury to the pavement. The Contractor must be responsible for the standpipes until they are accepted and incorporated in the work. During any suspension of the work, all materials delivered upon but not placed in the work, must be neatly piled so as not to obstruct public travel, or must be removed from the work site at the direction of the Engineer; standpipes, if directed, must be temporarily stored at a site designated by the Contractor and approved in writing by the Engineer. Unless so removed by the Contractor, within ten (10) calendar days of written notice from the Engineer, the Engineer may have the materials moved at the expense of the Contractor.
  
- (C) Installation – The standpipe system shall be capable of being drained completely by gravity. Contractor must install piping, conduit, and communication cable as detailed on the plans. New cable must be connected to the nearest existing junction box, to be coordinated directly with the NYCT. All above ground pipes, fittings, boxes, etc. must be repainted safety red as per NYC Transit standard. Hydrant fenders, as called out on the plans, must be installed in accordance with the layout, dimensions and methods shown on **Standard Drawing No. 45161-A-Z** or as approved by the Engineer.
  
- (D) Testing – Contractor is required to perform a hydrostatic test of not less than three hundred (300) psig at all of the standpipes for a period of one hour and a flow test in the presence of NYC Transit Authority MOW (J. Malvasio (718)694-1358), NYC Transit Authority fire safety (P. Gerardi (646)252-5913), NYC Transit Authority electronic maintenance (R. Alcia (646)252-4870) and T. Deranzo (212)712-3067. If during the hydrostatic test, leaks are found on the existing pipes, the contractor must allow a reasonable amount of time for NYCT to fix those leaks before scheduling a new pressure test of the system at no additional cost to the city or NYCT. A flow test will be conducted at all FDCs at the conclusion of the pressure test using the available pressure and water that is in the system. Flow must be demonstrated at all Fire Department connections.

**NYCT-SPLS.5. PRICES TO COVER.** The lump sum price bid must cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, removal, storage, standpipe installation, fender installation, red steel flag standpipe marker installation, conduit installation, painting and 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 |
|-----------|-------------------------|----------|
| NYCT-SPLS | Relocate NYCT Standpipe | L.S.     |

**SECTION NYCT-AT  
REMOVE, RELOCATE AND REINSTALL NYCT ANTENNA**

**NYCT-AT.1.DESCRPTION.** Under this section the Contractor must remove, relocate and reinstall the existing grating mounted New York City Transit Authority antenna as shown and detailed in the Contract Drawings.

**NYCT-AT.2.MATERIALS.**

- (A) Antenna, cables, conduits, and equipment must conform to the New York City Transit Authority standard drawings in order to relocate and reinstall the NYCT Antenna

**NYCT-AT.3.METHODS.**

(A) REMOVAL OF EXISTING ANTENNA

The existing grating mounted antenna and its foundations must be removed. Care must be taken by the contractor to preserve the conduit and existing wires to be extended for the reinstallation of the NYCT Antenna.

The Transit Authority must be notified at least 30 day prior to the removal and relocation of the NYCT Antenna. The Contractor must contact the respective TA personnel as noted in The TA general notes as point of contact.

(B) REINSTALLATION OF TA ANTENNA

Foundations, below grade electrical work, and extension of conduits and cables must be completed as specified in the Contract Drawings. TA Antenna must be reinstalled to the specifications of New York City Transit Authority.

**NYCT-AT.4.MEASUREMENT.** The quantity to be measured for payment must be the price of the removal, relocation, and reinstallation of the NYCT Antenna along with the extension of the antenna's conduits and cables.

**NYCT-AT.5.PRICES TO COVER.** The lump sum price bid or the adjusted lump sum price must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

| Item No. | Item  | Pay Unit |
|----------|---|----------|
| NYCT-AT  | Remove, Relocate and Reinstall NYCT Antenna | L.S.     |

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S - PAGES

## SPECIAL PROVISIONS

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### NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

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## SPECIAL PROVISIONS

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor 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 plans, 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>

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.

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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>

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. 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 Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

**E. 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.

**F. 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.

**G. 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.

H. 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.

I. 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.

J. 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.

K. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

L. USE OF CITY WATER. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

M. ITEM NO. "6.52 FED". The contractor is notified that wherever the Item No. "6.52 CG" and words "Crossing Guard" are used in the Contract Documents and Drawings it shall mean the Item No. "6.52 FED" and the words "Uniformed Flagperson", respectively.

N. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) 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.

O. DPR CONSTRUCTION PERMITS. DPR Construction Permits are required for all work on parkland or on sidewalks adjacent to parks or other areas maintained by DPR.

P. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

Q. VIBRATORY ROLLERS. The use of vibratory rollers is prohibited within the project limits.

R. 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 Permitter/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 Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority

(SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

(C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permittee's vehicle enters Permitter property. The insurance must be in the name of the Permittee or its contractor entering the Permitter 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 sub-contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permitter 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 *Permitter/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 Permitter 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 permitter:

For NYCT Contract Inspection  
C/O Mr. John Malvasio  
Director, MOW Engineering  
130 Livingston Street, Room 8044F  
Brooklyn, NY 11201  
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 Permitter 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.

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

MAY 22, 2018

**OCMC FILE NO:** BNEC-18-341  
**CONTRACT NO:** HWK1669A  
**PROJECT:** MAINTAINANCE AND PROTECTION OF TRAFFIC MEDIAN RECONSTRUCTION  
**LOCATION(S):** 4<sup>TH</sup> AVENUE FROM 8<sup>TH</sup> STREET TO 65<sup>TH</sup> STREET

PERMISSION IS HEREBY GRANTED TO THE **NYC 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:

#### I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITEE 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).
- C. **BIKE SHARE STATIONS:** THE PERMITEE 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.
- D. **CITYBENCH:** THE PERMITEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT [CITYBENCH@DOT.NYC.GOV](mailto:CITYBENCH@DOT.NYC.GOV) PRIOR TO COMMENCING WORK.
- E. **BUS STOPS** – THE PERMITEE 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.
- F. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- G. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITEE 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 PERMITEE 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](mailto:TMC@DOT.NYC.GOV) AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- H. **METERS** – THE PERMITEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 646-892-1219.
- I. **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 PERMITEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- J. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITEE 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 PERMITEE 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.

NYC Department of Transportation  
 Bureau of Permit Management and Construction Control  
 55 Water Street - 7<sup>th</sup> Floor, New York, NY 10041  
 T: 212.839.9821 F: 212.839.8970  
[www.nyc.gov/dot](http://www.nyc.gov/dot)



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- K. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- L. **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.
- M. **NOTIFICATION** – THE PERMITEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- N. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:  
[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT\\_CPIS\\_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)
- O. **ENHANCED MITIGATIONS**
- o **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS.
  - 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.

## II. MAINTENANCE AND PROTECTION OF TRAFFIC

### A. 4<sup>TH</sup> AVENUE BETWEEN 8<sup>TH</sup> STREET AND 65<sup>TH</sup> STREET

- Work hours shall be as follows: 7:00 am to 6:00 pm, Monday to Friday.  
10:00 pm to 6:00 am at vent and geo locations only.
- Maintain four 11 foot lanes, two on each side of the existing center line mall at all times.
- Contractors may work with restricted parking for 3 blocks at a time.
- Must coordinate with MTA prior to mobilizing.
- Must coordinate with OCMC for relocation of truck loading/unloading zones for local businesses.

## III. GENERAL NOTES

- A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- B. THE PERMITEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:
1. **STREET FAIRS / FESTIVALS**
    - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
    - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
    - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
    - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
    - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
  2. **RUNNING / WALKING / BIKING EVENTS**
    - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
    - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
    - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
    - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
  3. **PARADES**

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- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

**4. MAYORAL EVENTS**

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
  - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
  - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF 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. ALL RELOCATION WORK BY THE UTILITIES SUCH AS: CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN APPROVAL** FROM THE 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.
- G. 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.
- H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
- I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW**.
- J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DELOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

  
**GARY SMALLS**  
 DIRECTOR  
 OCMC-STREETS

  
**ASHLEY LOVETT**  
 PROJECT MANAGER  
 OCMC-STREETS

THE CITY OF NEW YORK DEPARTMENT OF SANITATION

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Interpretive Memorandum # 2

The Contractor is notified that the following Department of Sanitation (DOS) Interpretive Memorandum # 2 does not guarantee that a temporary stockpile location will be approved for this project. In addition, the Department of Design and Construction (DDC) reserves the right to rescind approval for any temporary stockpile location at any time. No payment will be made to the Contractor if either a temporary stockpile location is not approved for this project, or DDC rescinds an approval for any reason.



## 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  
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### 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.



printed on  
recycled  
paper



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.

**NO TEXT ON THIS PAGE**

**TF-PAGES**

**TIGER/FHWA FUNDED PROJECTS  
TIGER/FHWA FUNDING ATTACHMENTS**

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# **Transportation Investment Generating Economic Recovery (“TIGER”) and Federal Highway Administration (“FHWA”) Funding Attachments**

THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

## **THIS ATTACHMENT 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 Highway Administration, in addition to the New York City (“City”) agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Schedules of Federal and State requirements which are hereby made a part of the original contract documents and are annexed hereto:

Attachment “A” – Required Contract Provisions for Federal-Aid Construction Contracts – FHWA 1273

Attachment “B” – Standard Clauses for New York State Contracts, Labor and Employment Provisions, and Public Notices

Attachment “C” – Notice to All Prospective Bidders, Federal-Aid Contracts - Assurance of Non-Discrimination, Subcontracts, Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)

Attachment “D” – Disadvantaged Business Enterprise Requirements

Attachment “E” – “Buy America” Requirements & Waivers

Attachment “F” - Equal Employment Opportunity Requirements

Attachment “G” – Standardized Changed Conditions Clauses

Attachment “H” – Civil Rights Monitoring and Reporting

Attachment “I” – False Claims Certification, United States Department of Transportation Hotline, New York State Inspector General Hotline

Attachment “J” – Debarment History Certification, Lobbying Activity Certification

Attachment “K” – Provisions Relating to the New York State Labor Law, Prevailing Wages, and the Use of Convict Labor and Materials on Federal & State Contracts

In addition to compliance with the above Federal and State 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 Federal Regulations shall take precedence.

3. The Contractor shall not pay less than the highest minimum hourly rates as set forth by Federal, State or City laws.

4. The Contractor shall maintain his records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available on line at the NYSDOT website [www.dot.ny.gov/publications](http://www.dot.ny.gov/publications).
5. In accordance with 23 US C315 and Order 1321.1C, FHWA Directives Management, issued January 6, 2010, the construction work performed under this Contract shall be available to be subject to inspection at all times by the New York State Department of Transportation and the Federal Highway Administration.
6. Amendments to Information for Bidders:
  - a) Refer to Pages 6 and 7, Subsection 21.(C), Rejection of All Bids and Negotiation With All Responsible Bidders;  
Delete Sub-Article 21.(C) and Sub-Article 21.(D) in their entirety and substitute the words "(C) (NO TEXT)." And "(D) (NO TEXT)." respectively.
  - b) Refer to Page 9, SECTION 27. Failure to Execute Contract, 6th, 7th and 8th lines;  
Delete the sentence beginning with the words: "No plea of mistake in such . . ." in its entirety.
  - c) Refer to Page 10, SECTION 30. Labor Law Requirements, Sub-Article (A) General;  
Add the following at the end of the Sub-Article (A): "This provision shall apply to subcontractors also."
  - d) Refer to Page 11, Subsection 33.(B), Variations from Engineer's Estimate;  
Delete Subsection 33.(B) in its entirety. See Attachment "G", Standardized Change Condition Clauses, Sub-Article (3).(iv).(B).
  - e) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);  
Delete the SECTION, in its entirety. See Attachment "D" Disadvantaged Business Enterprise Utilization Requirements.
7. Amendments to Standard Construction Contract:
  - a) Refer to Page 5, Sub-Article 5.2;  
Delete the last sentence starting with the words: "In the event of . . ." and ending with the words ". . . shall take precedence."
  - b) Refer to Pages 11 and 12, ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION;  
Add the following:

"7.6 In addition to the requirements stipulated herein, all work performed under this Contract shall comply with the safety and health standards of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor."
  - c) Refer to Page 13, Sub-Article 9.3;  
Delete the first sentence starting with the words: "If the Contractor . . ." and ending with the words ". . . progress schedule."
  - d) Refer to Page 23, ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION;  
Delete Sub-Article 16.1.4, in its entirety.

- e) Refer to Page 25, ARTICLE 17. SUBCONTRACTS;  
Delete Sub-Article 17.11.1, in its entirety;  
Substitute the following revised Article 17.11.1:  
"17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, as are contained in this **Contract**."

- f) Refer to Pages 26 and 27, ARTICLE 19. SECURITY DEPOSIT;  
Delete Sub-Article 19.2, in its entirety;  
Substitute the following Sub-Article 19.2:

"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** subject to the 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."

- g) Refer to Pages 29 and 30, ARTICLE 21. RETAINED PERCENTAGE;  
Delete Article 21, in its entirety;  
Substitute the following:

**"ARTICLE 21. (NO TEXT)"**

- h) Refer to Page 37, ARTICLE 24. MAINTENANCE AND GUARANTY;  
Delete Sub-Article 24.1 in its entirety;  
Substitute the words "24.1 (NO TEXT)".

- i) Refer to Page 37, ARTICLE 24. MAINTENANCE AND GUARANTY;  
Add the following to Sub-Article 24.9:

"On any **contract** which requires the furnishing and/or installing of electrical or mechanical equipment, the **Contractor** shall provide the following:

- (1) Manufacturers' warranties or guarantees on all electrical and mechanical equipment, consistent with those provided as customary trade practice.
- (2) **Contractor's** guarantees providing for satisfactory in-service operation of the mechanical and electrical equipment and related components for a period of not less than one (1) year following project acceptance.
- (3) On any **contract** which requires maintenance and guarantee for landscape items including trees, the maintenance and guarantee period shall be twenty-four (24) months."

- j) Refer to Page 38, ARTICLE 25. CHANGES;  
Add the following paragraph:

"25.5 **Extra Work**: It is anticipated that the preliminary engineering and the preparation of **plans, specifications** and **contract documents** have been performed with sufficient thoroughness, accuracy and care, and that changes and **extra work** during the construction can be held to a minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be

anticipated before the **project** was advertised for bids or force account operations commenced.”

- k) Refer to Pages 57, 58 and 59, ARTICLE 36. NO DISCRIMINATION;  
Change in Paragraph 36.1.1, 4th line, “citizen of the State of New York” to “person”;

Add “or sex or age” to the expression “race, creed, color or national origin”, and “or sex or age” to the expression “race, color or creed”, wherever these expressions appear in Article 36.

- l) Refer to Page 66, ARTICLE 43. PROMPT PAYMENT;  
Add the following sentence to the end of Sub-Article 43.5:

“The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged.”

- m) Refer to Pages 66 and 67, ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT;  
Delete Sub-Articles 44.2 and 44.3, in their entirety;  
Substitute the following:

“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**, 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** shall fail 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 **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**. Such waiver shall be in writing.”

- n) Refer to Pages 67 and 68, ARTICLE 45. FINAL PAYMENT;  
Delete Sub-Article 45.1, in its entirety;  
Substitute the following:

“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**. 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**.”

- o) Refer to Page 74, ARTICLE 59. SERVICE OF NOTICES;  
Delete the words “deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope”.

- p) Refer to Pages 78, 79 and 80, ARTICLE 64. TERMINATION BY THE CITY;  
Delete the text of the 1st paragraph;  
Substitute the following:

“64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, by written notice, terminate the **Contract** or any portion thereof after determining that for reasons beyond either **Department** or **Contractor** control it is not feasible to proceed with or complete the **work** as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the **Contractor**, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the **Contractor**. The **Contractor** specifically understands that the issuance of such notice by the **Commissioner** shall be conclusive as to its necessity. In such event the **Contractor** shall upon receipt of such notice:”

- q) Refer to Page 82, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;  
Delete Article 67, in its entirety, and Substitute the following “ARTICLE 67. (NO TEXT)”. See Attachment “D” Disadvantaged Business Enterprise Requirements.

- r) Refer to Pages 83 and 84, ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS;  
Delete Article 69, in its entirety, and Substitute the following “ARTICLE 69. (NO TEXT)”

- s) Refer to Page 85, ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR;  
Delete Article 75, in its entirety and Substitute the following “ARTICLE 75. (NO TEXT)”.

- t) Add the following to Pages 92, 93, 94, 95, 96, 97, 98, and 99, PERFORMANCE BOND:

“Prior to or at the time of execution of the contract, successful bidder must deliver to the City of New York an executed bond equal to one hundred percent (100%) of the contract price, to secure the faithful performance of the contract, and an executed bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor or furnishing materials in connection with this contract, prepared on the forms of bonds authorized by The City of New York, and made a part of the contract documents, copies of which are annexed hereto, and having as surety thereunder such surety company or companies as are approved by The City of New York and are authorized to do business in the State of New York. Premium of such bonds shall be included in the base bid.

In lieu of a performance and completion bond and labor and material bond, a contractor may deposit with the Comptroller, money or obligations of The City of New

York which the Comptroller shall approve as of equal value with the amount of the performance and completion bond required.

Whenever a contractor deposits obligations of The City of New York, in lieu of a performance and completion bond and a labor and material bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, 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 money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from The City of New York.

If the bidder to whom the contract is awarded refuses to execute it, or fails to furnish the required security and insurance within ten (10) days after receipt of notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made to him, shall be forfeited and shall be retained by the City as liquidated damages."

- u) Refer to Pages 87, 88, 90, 91, 92, 93, and 94, **ARTICLE 79. PARTICIPATION BY MINORITY - OWNED AND WOMEN – OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**;  
Delete Article 79, in its entirety, and Substitute the following "**ARTICLE 79. (NO TEXT)**"
8. Amendments to General Conditions of the Standard Highway Specifications:
- a) Refer to Pages 38 and 39, of the Standard Highway Specifications, Article 1.06.46. Project Sign;  
Delete the Article 1.06.46, in its entirety;  
Substitute the following:  
  
"1.06.46. Project Sign. No project signs will be required on this project."
9. Amendments to the Standard Highway Specifications:
- a) Refer to Pages 290 through 292, **SECTION 5.05 – Maintenance**;  
Delete Section 5.05, in its entirety, and any references thereto;  
Substitute the following:

**"SECTION 5.05 – Maintenance"**

(A) CONTRACTOR TO KEEP HIMSELF INFORMED OF CONDITIONS

The Contractor must keep himself informed of the condition of the trees which are under maintenance, and will be required to make replacements without notice from the Commissioner. In case of failure or neglect on his part to do so, then the Commissioner shall have the right to purchase such plant material as he shall deem necessary, and to employ such person or persons as he shall deem proper, and to undertake and complete said replacements by contract or otherwise and to charge the expense thereof against the Performance Bond or any sum of money retained by The City, as herein provided, and the excess cost to the Contractor, and the Contractor shall pay all such expense to which The City may have been put by reason of the neglect of the Contractor to make such replacements as aforesaid.

(B) CONTRACTOR TO MAKE REPAIRS OR REPLACEMENTS

The Contractor shall remove and replace all trees under maintenance which die or, in the opinion of the Engineer, seem unhealthy, stunted or unable to flourish, within the period of maintenance,

except as otherwise provided, and replace said trees with new trees of the same size and species as originally planted, except when such death, unhealthiness, stunting or inability to flourish is due to vandalism or damage resulting from causes over which the Contractor has no control, as certified by the Engineer. However, the Engineer may, at his discretion, direct a substitution of species.

(C) PERIOD OF MAINTENANCE

The period of maintenance for each individual tree planted or transplanted shall begin upon planting or transplanting and shall end twenty-four (24) months thereafter. The Contractor shall obtain the said certificate from the Department of Parks and Recreation, in writing, and file such certificate with the Engineer.

(D) MAINTENANCE NOT TO TERMINATE IN WINTER MONTHS

When the termination date of the period of maintenance for planted or transplanted trees shall fall outside the planting periods specified in **Section 4.16**, hereof, the interval between the said termination date and next planting period thereafter, or such part as the Commissioner may determine, shall not be included in the computation of the period of maintenance during which the replacement of defective trees is to be made by the Contractor, and also, in that case, the payment to be made under the provisions of this contract shall not be made until after the date appearing on the Certificate of Acceptance which the Contractor shall obtain from the Department of Parks and Recreation, and file with the Engineer, for trees planted as replacements for defective trees within the said next planting period thereafter, unless otherwise specifically permitted by the Commissioner.

(E) EXPIRATION OF MAINTENANCE

Unless otherwise permitted or directed, defective trees, as determined by the Commissioner, shall be replaced with new trees by the Contractor.

The furnishing and planting of trees as replacements for defective trees shall comply, in all respects, with the contract requirements.

In the event that The City incurs any expense in pursuance of this section of the contract, the certificate of the Commissioner as to the condition of the trees, the nature and extent of the replacements made, and expense incurred for such replacements shall be binding and conclusive on the Contractor.

(F) CONTRACTOR TO NOTIFY COMMISSIONER BEFORE MAKING REPAIRS

The Contractor shall notify the Commissioner, at least two (2) days before making any replacements of the time and place of beginning such work and shall at all times keep the Commissioner or his representatives informed of the proposed prosecution of the work from day to day."

10. The Contractor is hereby notified that this is a City contract funded through apportionment available under Title 23, U.S. Code, as amended, and that the contract will be awarded by the City of New York, subject to the approval of the Commissioner of the New York State Department of Transportation and the Federal Highway Administration. Furthermore, no extensions in time for completion or other changes affecting the contract work can be granted by the City of New York without concurrence of the State of New York and approval of the Federal Highway Administration.
11. All reference to the delivery of salvageable materials to a designated City-owned yard do not apply to this Contract. All salvageable materials designated by the Engineer shall be stored on site for pick-up by City forces.



12. Wherever references are made within these specifications to "race, creed, color, national origin or sex," they shall be construed to include "sexual orientation and marital status".

*7/21/2017: Page number and section number references to the City Standard Construction Contract have been updated to match the March 2017 City Standard Construction Contract.*

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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.d. 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 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 classification and wage rates conformed under paragraph 1.b. 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.

b. (1) 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

### 2. Withholding

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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. 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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;

(iii) 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.

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(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

##### a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

##### b. Trainees (programs of the USDOL).

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.

c. 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.

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### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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.** The FHWA or the contracting agency 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 paragraph (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.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

## ATTACHMENT "A"

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant 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 participating in 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause 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, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ATTACHMENT "A"

### **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ATTACHMENT “B” – STANDARD CLAUSES FOR NEW YORK  
STATE CONTRACTS, LABOR AND EMPLOYMENT  
PROVISIONS, AND PUBLIC NOTICES**

“Standard Clauses for New York State Contracts” is Appendix A from the NYS Office of General Services (OGS), as modified by NYS Department of Transportation (NYSDOT).

“Public Notices” text is from NYSDOT Standard Specifications, Section 107-04.

# STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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*10/18/2017: Pages number references on this sheet have been updated.*

**STANDARD CLAUSES FOR NYS 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, licenser, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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 \$50,000 (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 \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of



any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms 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 (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off 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. 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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, upgradings, demotion, transfer, layoff, or termination and rates 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. 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 Department of Economic Development's Division of Minority and Women's 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 Appendix A, the terms of this Appendix A 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 11-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 States 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 Section 165 of the State Finance Law, (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 §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. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## LABOR AND EMPLOYMENT PROVISIONS

The provisions of NYS Labor Law, as amended, and referred to in *Standard Clauses for All New York State Contracts*, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted. No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

**A. Wages.** The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the wages, and the higher of the combination of the wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at [www.labor.ny.gov](http://www.labor.ny.gov). All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

**B. Overtime Dispensation.** All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

**C. Payrolls.** The Contractor shall provide the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees subject to prevailing wage requirements and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period. If the Contractor or Subcontractor does not

maintain a place of business in New York State and the amount of the contract exceeds \$25,000., payroll records and certifications shall be kept on the worksite.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g. the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231-1 for Federal- Aid contracts and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, other payroll formats, which supply the required data and certifications, may be used. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

***D. Apprenticeship.***

(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 two 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 program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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 located in the Bid Booklet, in Volume 1 of 3 of this contract.

**PUBLIC NOTICES**

Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The notices shall be maintained until all work on the site is complete.

**NOTICE TO ALL PROSPECTIVE BIDDERS  
FEDERAL-AID CONTRACTS**

**ASSURANCE OF NON-DISCRIMINATION**

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

**SUBCONTRACTS**

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the NYS Department of Transportation Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the NYS Department of Transportation Regional Director.

**SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.



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- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

**DBE UTILIZATION.** DBE refers to a Disadvantaged Business Enterprise (DBE). The DBE program applies to Federal-Aid contracts. The program seeks to:

- Ensure nondiscrimination in the award and administration of Federal-Aid contracts;
- Create a level playing field on which DBEs can fairly compete for Federal-Aid contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet DBE eligibility standards are permitted to participate as DBEs;
- Help remove barriers to the participation of DBEs in Federal-Aid contracts;
- Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients of Federal financial assistance;
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurance stated below.

**DBE Program Assurance.** The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid 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 Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible.

**A. Statutory Authority.** The statutory authority for the DBE Program is contained in the Surface Transportation Assistance Act ("STAA") of 1982 (Public Law 97-424, §105(f)), the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17, §106(c)), the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century ("TEA-1") of 1998 (Public Law 105-178, §1101(b)), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") of 2005 (Public Law 105-59 §1101(b)), the Moving Ahead for Progress in the 21st Century Act ("MAP-21") of 2012 (Public Law 112-141, §1101(b)), and the Fixing America's Surface Transportation Act ("FAST-ACT") of 2015 (Public Law 114-94, §1101(b)). New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

**B. DBE Goal(s).** Federal-aid construction contracts have a single DBE goal. The Department will monitor the Contractor's attainments towards DBE goals in accordance with Attachment H, *Civil Rights Monitoring and Reporting*.

**1. Established Goal(s).** The Department may have established contract utilization goal(s) for DBEs, which are expressed as a percentage of the total contract price. The goal(s) are stated in the proposal and remain in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the utilization goal(s) and shall meet the goal(s) or demonstrate that it could not meet them

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despite its best efforts. Failure to provide commitments to meet the established goal(s) for the contract or failure to meet the good faith efforts shall be grounds for rejection of the bid as non-responsive. Good faith efforts shall meet the requirements of 49 CFR 26 Appendix A.

**2. Zero Percent Goal(s).** When a zero goal(s) for participation by DBEs has been established, and the Bidder proposes the use of a Subcontractor, the purchase of materials, the use of a Service or the use of Trucking at any time during the life of the contract, the Contractor shall promote the objectives outlined in this subsection by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the DBE Program.

**C. DBE Eligibility.** Only those DBE firms that are certified under the New York State Unified Certification Program are eligible to be used for goal attainment. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. Furthermore, DBEs must be certified for the type of work to be performed. A business directory is available on the NYS Unified Certification Program website at <https://nysucp.newnycontracts.com>.

**D. Counting DBE Participation Towards the DBE Goal(s).** The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal(s), provided the utilization is a commercially useful function. A DBE prime contractor shall still provide opportunities for participation by other DBEs. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

**1. Joint Ventures.** When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will be counted toward DBE goals.

**2. Subcontractors.** 100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal(s), including the cost of materials and supplies purchased by the DBE. The DBE may not rent or lease equipment from the Contractor or its affiliates. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

**3. Manufacturers/Fabricators.** 100% of the expenditure to a DBE Manufacturer or Fabricator will be counted toward the DBE goal(s). Manufacturers or Fabricators may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.

**4. Material Suppliers.** 60% of the expenditure to a DBE Material Supplier will be counted toward the DBE goal. A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite

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transactions are not Material Suppliers. Material Suppliers may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.

**5. Brokers/Manufacturer's Representatives.** 100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal(s), provided they are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. Brokers may supply materials to the Contractor, Subcontractor, or other firm working on the contract.

**6. Services.** 100% of the expenditure for fees charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract will be counted toward the DBE goal(s), provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

**7. Trucking Operations.** A DBE trucking firm shall own and operate at least one registered, insured, and fully operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible. The DBE trucking firm shall control the day-to-day DBE trucking operations, and shall be responsible for: (1) Negotiating and executing rental/leasing agreements; (2) Controlling the work force; (3) Coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) Scheduling and dispatching trucks.

*a. DBE Owned/Leased Trucks.* 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

*b. Other DBE Trucks.* The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

*c. Non-DBE Trucks.* The DBE may obtain trucks from a non-DBE, including an owner-operator. Only the value of the fee or commission that the DBE receives as a result of the arrangement with the non-DBE will be counted toward the DBE goal.

**E. Conditions of Participation.** DBE participation will be counted toward meeting the DBE contract goal(s), subject to the following conditions:

**1. Commercially Useful Function.** A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. Regardless of whether an arrangement between the Contractor and the DBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal(s) and shall

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take all necessary and reasonable steps to backfill the participation. Additionally, a DBE not performing a commercially useful function may, in some instances, warrant further investigation of the DBE's certification status or review of the DBE for fraud. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. Commercially useful function determinations by the Department are subject to review by the Federal Highway Administration (FHWA) but the determination may not be administratively appealed to USDOT.

**2. Work Force.** The DBE shall employ a work force, (including administrative and clerical) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. The DBE shall perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.

**3. Supervision.** All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

**4. Materials.** DBE Subcontractors shall negotiate price, determine quality and quantity, order and pay for the material(s) required to perform the work.

**5. Equipment.** DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. The DBE shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates, and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

### **F. Not Used.**

**G. Good Faith Efforts.** To determine whether a bidder that has failed to meet the DBE contract goal(s) may receive the contract, the Department, in consultation with NYSDOT, will decide whether the efforts the Bidder made to obtain DBE participation were "good faith efforts" to meet the goal(s). Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, 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 award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department, in consultation with NYSDOT, will determine that the Bidder's good faith efforts were those that, given all relevant circumstances, a bidder actively and aggressively seeking to meet the goal(s) would make.

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When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall continuously review items that are available for DBE participation, especially before the beginning of a new construction season and when significant new items of work are added to the contract, and conduct additional DBE solicitation.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. a. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- b. The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. 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 with their offer for the subcontract.
4. a. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and 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. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to

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perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. a. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- b. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**H. DBE Pre-Award Utilization Package.** Together with its bid, each bidder shall submit a completed DBE Schedule of Utilization, as outlined below.

Low Bidders that do not have access to the approved civil rights reporting software shall contact the Department for guidance on submission of the Utilization Package. As soon as practicable, but not later than prior to the first contract payment, the Contractor shall enter all current utilization data into the approved civil rights reporting software.

For each DBE Subcontractor, the Low Bidder shall indicate the contract pay item number(s) of the work to be performed. The Low Bidder shall explain, in writing, the scope of work to be performed by the DBE for any item which is not completely performed by the DBE Subcontractor. This does not include items for which the Contractor is performing less than the total contract quantity for that item.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Low Bidder shall indicate the contract pay item number(s) of the material to be manufactured, fabricated, supplied, or otherwise provided. If the material, equipment or service does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific

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contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Operation, the Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates. The Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Low Bidder shall provide copies of all lease agreements utilized by the DBE.

If the Low Bidder has met or exceeded the established DBE goal(s) for the contract utilizing certified DBEs it is not necessary to submit documentation of good faith efforts.

If the Low Bidder has not met the DBE goal(s), it shall submit the *Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all envelopes of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that are not included in the *DBE Schedule of Utilization*, and relevant non-DBE quotations with an explanation for the Bidder's action in each case.

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved *DBE Utilization Worksheet*.

***I. Bidder's Failure to Comply With DBE Program Requirements.*** The Department's acceptance of the Low Bidder's bid is conditioned upon the Low Bidder's fulfillment of the DBE utilization requirements. If the Low Bidder fails to submit a complete DBE utilization package with its bid and/or fails to attain the DBE utilization goal(s) and to satisfactorily document its good faith efforts, the bid shall be declared non-responsive and the deposit may be subject to forfeiture pursuant to Section 27 of the Information for Bidders. The Low Bidder, upon receipt of written notification of its failure to comply with the DBE utilization requirements shall have 5 work days to carry out the corrective action(s) described in the notification.

If the Department determines that the Low Bidder has failed to meet the good faith effort requirements, the Department will, before awarding the contract, provide the Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination that the Low Bidder failed to meet the goal(s) or make adequate good faith efforts to do so. As part of this reconsideration, the Low Bidder shall have the opportunity to provide written documentation or argument and to meet in person with the Department's reconsideration official concerning the issue of whether it met the goal(s) or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal(s) or make adequate good faith efforts to do so.



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**"BUY AMERICA" REQUIREMENTS & WAIVERS**

**BUY AMERICA** In accordance 41 U.S.C. §10a et. seq., 23 CFR 635.410 and Section 146 of the State Finance Law permanently incorporated predominantly steel and/or iron products materials shall be domestically produced, regardless of the percentage they comprise in a manufactured product, or form they take.

The Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials that are subject to Buy America requirements, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

To qualify as domestic, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel or iron billets is not acceptable under Buy America.

**A. Control of Materials.** All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. In the event the contract is awarded based on using only domestic steel and/or iron materials, the Contractor shall supply only domestic steel and/or iron materials and will be paid the domestic bid prices. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws. The Contractor shall inform all affected Subcontractors and material suppliers of these specific requirements and ascertain that steel and/or iron materials being supplied is in conformance with these requirements.

**B. Waivers.** Waivers to the Buy America requirement may be requested by the Contractor if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

Provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

**CERTIFICATIONS AND TRACKING OF FOREIGN STEEL AND/OR IRON.** In order to ensure compliance with this contract requirement, all manufacturer's certifications for steel and/or iron and items including steel and/or iron must contain a statement of domestic origin, and material suppliers must certify that what they provide is the same material certified by the manufacturer. If the material or product certification does not properly identify conformance to the specification the product will be rejected and must be removed from the project site. If however the manufacturer and/or material supplier requests to leave the product in place and provide a revised certification only, the revised certification must be accompanied with a letter of explanation to the satisfaction of the Resident Engineer. The explanation shall indicate the basis for using the revised certification rather than the original supplied. The letter shall also include corrective action to assure that future certifications will be representative of the material or product supplied. The letter must be signed by a company representative that can legally bind the firm.

If the Contractor proposes to use foreign steel/iron in small amounts under the threshold, the amount allowed will be based on the material price to the Contractor, as verified by invoice and approved by the Resident Engineer. The amount is cumulative for the entire contract, so subsequent requests will have to be added to any previous requests before comparison to the allowable threshold.

The "Buy America" contract specification does not apply to iron or steel that is to be used for temporary means which will be removed during or at the end of the project.

**DEFINITIONS:**

**Steel** - Steel material of any type, including welding rod.

**Iron** - Iron material of any type, including cast and ductile iron, but not pig iron.

**Domestic** - The 50 States, the District of Columbia, Puerto Rico and territories/possessions of the US.

**Foreign** - Any location other than those defined as Domestic.

**Manufacturing Processes** - Steel and/or iron manufacturing processes must be domestic; e.g. manufacture, fabrication, grinding, drilling, welding, finishing and coating of steel. Ore, scrap, and pig iron may be foreign or domestic; however, transformation into steel and/or iron and all subsequent processes and fabrication must be domestic. The fabrication of composite items using domestic steel (e.g. casting reinforced concrete box culvert using reinforcing cut and bent to final shapes) is not considered a manufacturing process, and the composite item is acceptable.

**Fabricated Product Containing Steel and/or Iron** - Items, products or materials containing any amount of steel and/or iron materials; e.g., a metal pipe may be steel or iron, a reinforced concrete pipe contains steel, a prestressed beam contains steel, iron castings are iron, a steel beam is steel and steel laminated bridge bearings contain steel.

## **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

The Department seeks to ensure nondiscrimination in employment under all Department contracts. The Contractor shall comply with the following Equal Employment Opportunity (EEO) requirements. *Goals for Equal Opportunity Employment Participation* are listed in the required contract provisions section of the contract proposal. The covered area is the county or counties in which the work is located.

For Federal-Aid contracts, Equal Employment Opportunity provisions are also found in Attachment "A" - *Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273*.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**A. Statutory Authority.** The Federal statutory authority for Equal Employment Opportunity provisions is contained in 23 U.S.C. 140(a), and Executive Order 11246. State statutory authority is contained in Section 85 of the Highway Law, Section 428 of the Transportation Law, and NYS Executive Law Articles 15 and 15-A, Regulations have been promulgated under 23 CFR 230, 41 CFR 60, 49 CFR 21, and 5 NYCRR 140-145.

### **B. Definitions.**

For Federal-Aid contracts, a minority group member is defined under this subsection as someone who is, and can demonstrate membership in, one of the following groups:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**C. Employment Goals.** An employment goal(s) for minorities and a separate goal for women are presented in the contract documents. The Contractor shall provide equal employment opportunity and shall take affirmative action for all minority groups, both male and female; and women, both minority and non-minority. If the Contractor performs work outside of the covered area, it shall apply the goals established for the county where the work is actually performed. The Department will monitor the Contractor's attainments towards EEO goals in accordance with Attachment H - *Civil Rights Monitoring and Reporting*.

The goals set for the contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress in meeting its goals in each trade. The hours of minority and female employment and training shall be substantially uniform

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throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its contracts. The transfer of minority or female employees, apprentices, or trainees from contractor to contractor or from contract to contract for the sole purpose of meeting the Contractor's goals is a violation of the contract.

**D. Contractor Obligations.** The Contractor shall comply with all provisions of Federal Executive Order 11246 and the provisions of State and Federal laws and regulations. The Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall develop and implement an EEO policy in accordance with Attachment A, *Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273* and in accordance with Attachment B, *Standard Clauses for All New York State Contracts*.

**1. Non-Discrimination.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Such actions 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. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

**2. Solicitations.** The Contractor shall 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 regard to race, color, religion, sex, national origin, age, disability or marital status.

**3. Collective Bargaining Agreements.** The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments to equal employment opportunities, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations.

**4. Complaints of Alleged Discrimination.** The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all available avenues of appeal.

**5. Non-Compliance.** In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

**6. Subcontracts/Purchase Orders.** The Contractor shall include the provisions of Subsection D, *Contractor Obligations*, of this Attachment F, in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**E. Affirmative Action Steps.** The Contractor shall take specific affirmative actions to promote equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction contract. The Contractor shall specifically ensure that all forepersons, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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- 3.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- 4.** Provide immediate written notification to the Department when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- 5.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by either the NYS Department of Labor or the US Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under E.2. above.
- 6.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- 7.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, forepersons, etc., prior to the initiation of construction work at any contract site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- 8.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- 9.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 10.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.

- 11.** Validate all tests and other selection requirements in accordance with state and Federal laws, rules and regulations.
- 12.** Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for promotional opportunities through appropriate training, etc.
- 13.** Ensure that seniority practices, labor classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 14.** Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- 15.** Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 16.** Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**F. Associations.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations, provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**G. Hometown Plans (Federal-Aid Contracts Only).** If a Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the USDOL in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors participating in Hometown Plans shall be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan. Each Contractor participating in an approved plan is individually required to comply with its obligation under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.



**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

|  |
|--|
| Goals for minority participation and female participation are in the "Goals for Equal Employment Opportunity (EEO) Participation" section at the end of this Attachment "F". |
|--|

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the five Boroughs of New York City.

**Standard Federal Equal Employment Opportunity Construction Contract  
Specifications (Executive Order 11246)**

**1. As used in these specifications:**

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**2.** Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

**3.** If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

**4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

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female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a

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minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any

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Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

**14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION**

**GOALS FOR MINORITY PARTICIPATION**

| <b>COUNTY</b>    | <b>%</b> | <b>COUNTY</b>    | <b>%</b> | <b>COUNTY</b>      | <b>%</b> |
|------------------|----------|------------------|----------|--------------------|----------|
| Albany .....     | 3.2      | Herkimer .....   | 2.1      | * Richmond         |          |
| Allegany .....   | 6.3      | Jefferson .....  | 2.5      | Rockland .....     | 22.6     |
| Broome .....     | 1.1      | * Kings          |          | St. Lawrence ..... | 2.5      |
| * Bronx          |          | Lewis .....      | 2.5      | Saratoga .....     | 3.2      |
| Cattaraugus..... | 6.3      | Livingston ..... | 5.3      | Schenectady .....  | 3.2      |
| Cayuga .....     | 2.5      | Madison .....    | 3.8      | Schoharie.....     | 2.6      |
| Chautauqua ..... | 6.3      | Monroe .....     | 5.3      | Schuyler .....     | 1.2      |
| Chemung .....    | 2.2      | Montgomery ..... | 3.2      | Seneca.....        | 5.9      |
| Chenango .....   | 1.2      | Nassau .....     | 5.8      | Steuben .....      | 1.2      |
| Clinton .....    | 2.6      | * New York       |          | Suffolk.....       | 5.8      |
| Columbia .....   | 2.6      | Niagara .....    | 7.7      | Sullivan .....     | 17.0     |
| Cortland .....   | 2.5      | Oneida .....     | 2.1      | Tioga.....         | 1.1      |
| Delaware.....    | 1.2      | Onondaga .....   | 3.8      | Tompkins .....     | 1.2      |
| Dutchess .....   | 6.4      | Ontario .....    | 5.3      | Ulster .....       | 17.0     |
| Erie .....       | 7.7      | Orange .....     | 17.0     | Warren .....       | 2.6      |
| Essex .....      | 2.6      | Orleans .....    | 5.3      | Washington.....    | 2.6      |
| Franklin .....   | 2.5      | Oswego .....     | 3.8      | Wayne.....         | 5.3      |
| Fulton .....     | 2.6      | Otsego .....     | 1.2      | Westchester.....   | 22.6     |
| Genesee .....    | 5.9      | Putnam .....     | 22.6     | Wyoming.....       | 6.3      |
| Greene .....     | 2.6      | * Queens         |          | Yates.....         | 5.9      |
| Hamilton .....   | 2.6      | Rensselaer ..... | 3.2      |                    |          |

\* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens and Richmond:

|                                |              |                                |              |
|--------------------------------|--------------|--------------------------------|--------------|
| Electricians.....              | 9.0 to 10.2  | Asbestos workers .....         | 22.8 to 28.0 |
| Carpenters .....               | 27.6 to 32.0 | Roofers .....                  | 6.3 to 7.5   |
| Steam fitters .....            | 12.2 to 13.5 | Iron Workers (ornamental)..... | 22.4 to 23.0 |
| Metal lathers.....             | 24.6 to 25.6 | Cement masons .....            | 23.0 to 27.0 |
| Painters .....                 | 26.0 to 28.6 | Glaziers .....                 | 16.0 to 20.0 |
| Operating engineers.....       | 25.6 to 26.0 | Plasterers .....               | 15.8 to 18.0 |
| Plumbers .....                 | 12.0 to 14.5 | Teamsters .....                | 22.0 to 22.5 |
| Iron Workers (structural)..... | 25.9 to 32.0 | Boilermakers .....             | 13.0 to 15.5 |
| Elevator constructors .....    | 5.5 to 6.5   | All others .....               | 16.4 to 17.5 |
| Bricklayers.....               | 13.4 to 15.5 |                                |              |

**GOAL FOR PARTICIPATION OF WOMEN**

The last publication of a goal for the participation of women was April 7, 1978 (43 FR 14888, 14900). Pursuant to 41CFR 60-4.6, the 6.9% goal published on that date is hereby made the goal for all contracts and grant agreements, until further notice.

**(No Further Text This Page)**

**STANDARDIZED CHANGED CONDITIONS CLAUSES**

**FHWA CHANGED CONDITION CLAUSES (23CFR635.109)**

*(1) Differing site conditions.*

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

*(2) Suspensions of work ordered by the engineer.*

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

*(3) Significant changes in the character of work.*

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete



## **ATTACHMENT "G"**

the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

### **MAJOR ITEM OF WORKS**

The term "major item" of work shall mean any item for which the original bid price multiplied by the original contract quantity exceeds \$50,000 or 2% of the total contract bid price, whichever is less.

**CIVIL RIGHTS MONITORING AND REPORTING**

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system owned and maintained by the New York State Department of Transportation, and provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall submit complete, accurate, electronic data to the Department for each month, not later than the 15th of the following month, using the approved civil rights reporting software. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

**A. Civil Rights Officer(s).** The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the approved civil rights reporting software within 10 calendar days of any changes in these roles.

**B. Workforce Participation Plan.** At the pre-construction meeting, the Contractor shall submit a *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over \$10,000, together and coordinated with the contract progress schedule that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department and the Contractor have agreed upon has accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

**C. Equal Employment Opportunity (EEO) Monitoring and Reporting.** The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to; the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

**1. Employee Utilization Data.** The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding \$10,000 on a monthly basis showing hours worked for each payroll week, for each trade and classification, by gender and ethnicity. Employee utilization data shall include data from

## ATTACHMENT "H"

the start of the contract up to and including the month being reported. For the purpose of determining utilization percentages, the hours of female and minority employment shall be tabulated separately and attainment percentages calculated separately.

**2. Federal-Aid Highway Construction Contractors Annual EEO Report.** The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15<sup>th</sup>, covering the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

**3. Subcontractor Sanctions.** *The Contractor shall carry out such sanctions and penalties for violation of Attachment F - Equal Employment Opportunity Requirements, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246.*

**4. Contractor Compliance.** If the Contractor fails to meet the EEO goal(s) for minorities or women, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s) or is in noncompliance with the nondiscrimination clauses, the Department 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 EEO Requirements, 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.*

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations.

OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

**D. DBE Monitoring and Reporting.** The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs. Attainments based on work completed by DBEs that are no longer certified will be counted towards the original contract goal, but will not be counted towards the overall corporate goal.

**1. Monitoring Commercially Useful Function (CUF) by DBEs.** Each DBE Subcontractor shall provide confirmation to the Engineer that the workforce provided meets the requirements of Attachment D, Subsection E.2, *Work Force*. Each DBE Subcontractor shall provide a copy of invoices for all material incorporated into the work to the Engineer, in order to confirm that the DBE has met the requirements of Attachment D, Subsection E.4, *Materials*. Each DBE Subcontractor shall provide a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer, in order to confirm that the DBE has met the requirements of Attachment D, Subsection E.5, *Equipment*.

The Contractor shall provide a copy of an invoice for all material provided by a DBE Manufacturer, Fabricator or Material Supplier to the Engineer. The Contractor shall provide a copy of a rental agreement with each DBE Equipment Rental firm to the Engineer. The Contractor shall provide a copy of an invoice that details the work product(s) provided from each DBE Professional Service to the Engineer.

**2. Report of Payments to Subcontractors and DBEs.** The Contractor shall report payments made to all Subcontractors and all DBEs, in order to measure goal attainment and to gauge the effect of DBE goal(s) on the industry. The Contractor shall submit payment data for all Subcontractors and for all DBEs approved by the Department that are due a payment or have received a payment within the last month. The Subcontractor or DBE shall acknowledge payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic funds transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the US Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor, or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate \$0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order that have not been approved. The Subcontractor or DBE shall acknowledge payment not later than 7 calendar days after receipt.

**3. Revisions to DBE Utilization.** The Contractor shall utilize the DBEs committed to perform the work or supply materials for which each is listed. The Contractor shall obtain Department approval for substantial revisions in DBE utilization prior to implementing any proposed change through submission of a revised *DBE Utilization Worksheet* using

## ATTACHMENT "H"

the approved civil rights reporting software. Unless approval for revision is granted, the Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE utilization to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the same amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s).

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE utilization:

1. Adding, removing or substituting a DBE;
2. Adding new item(s) of work to a DBE within a NAICS Code for which the DBE is not currently approved;
3. Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.

The following modifications will not be considered a substantial revision in DBE utilization:

1. Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same NAICS Code to a DBE;
2. Substituting similar dollar values of work within NAICS Codes that the DBE is currently approved for;
3. Changes in utilization due to differences between estimated quantities and actual work performed.

*a. DBE Program.* In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Utilization plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the Contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract;
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;

## ATTACHMENT "H"

- The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The Department has determined that the listed DBE is not a responsible contractor;
- The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract;
- Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

**3. Contractor DBE Program Compliance.** If the Contractor fails to meet the DBE utilization goal(s), to exert a good faith effort, or otherwise fails to comply with the DBE requirements, the Department may take further actions, as follows. The Department 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 DBE 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;

## ATTACHMENT "H"

- 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.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

**E. Apprenticeship Monitoring and Reporting.** The Contractor shall report all apprenticeship participation as part of its Employee Utilization Data submitted monthly per Subsection C.1 of this Attachment "H". The Contractor shall provide, with the final request for payment, a Certification of Compliance that:

- a. lists all New York State Department of Labor approved apprenticeship programs utilized in the execution of the Contract;
- b. certifies that all apprenticeship participation has been submitted as part of the monthly Employee Utilization Data;
- c. certifies that the requirements of the above listed apprenticeship programs have been met.

**F. Compliance Reviews.** The New York State Department of Transportation and the Department conduct annual civil rights contract compliance reviews of selected Federal-aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the New York State Department of Transportation and the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

**False Claims Certification  
(31 USC §3729, NYS Finance Law Article 13)**

Under the Federal False Claims Act, 31 US Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United State Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as: (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information; no proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims Acts, and that it has not and will not submit or caused to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions, against employees and officers who initiate a *Qui Tam* (public) action on behalf of the government or cooperate in the investigation of a false claim, are prohibited and are subject to an assessment of damages and penalties, under the provisions of the Federal and New York State False Claims Acts.

**UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE**

Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the U.S. DOT HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday. This HOTLINE is under the direction of the U.S. DOT's Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

**NEW YORK STATE INSPECTOR GENERAL HOTLINE**

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the State Inspector General. The Toll-Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday through Friday. The address of the Office of the Inspector General is P.O. Box 9, One Commerce Plaza, Albany, New York 12260.



**(NO TEXT THIS PAGE)**

**ATTACHMENT "J"**

MA 2A (03-09-33)  
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DEBARMENT HISTORY CERTIFICATION  
CONTRACT NO. HWK1669A**

I, Evaristo Cruz, Jr., being duly sworn, certifies that,  
**(PRESIDENT OF AUTHORIZED OFFICIAL)**

except as noted herein, JRCRUZ Corp. or any person  
**(THE COMPANY)**

associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federally Aided Projects:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental entity;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any governmental entity within the past three (3) years;

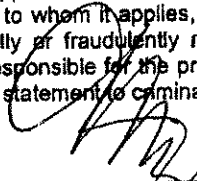
does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**(INSERT EXCEPTIONS HERE. ATTACH SUPPLEMENTAL SHEETS AS NECESSARY)**

Exceptions will not necessarily result in denial of approval, but will be considered in determining responsibility. For any exception noted herein, indicate to whom it applies, initiating governmental entity and dates of action. A material false statement willfully or fraudulently made in connection with this certification may result in rendering the company not responsible for the project and any future projects, and in addition may subject the person making the false statement to criminal charges.

Evaristo Cruz, Jr.  
**(PRINT NAME)**  
President  
**(TITLE)**

  
**(SIGNATURE)**  
01/08/2019  
**(DATE)**

Subscribed and sworn to before me this 8th day of January, 2019

**ATTACHMENT "J"**

MA 2A (03-09-33)  
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DEBARMENT HISTORY CERTIFICATION  
CONTRACT NO. HWK1669A**

**GOVERNMENTAL ENTITY:**

Governmental Entities shall include any/all city, state and federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, and local development corporations.

**COMPANY:**

Companies shall include the persons or affiliates for which a suspension or debarment decision has been rendered, and shall include all subsidiaries, divisions and other organizational elements thereof unless said decision is limited by its terms to one or more specifically identified individuals or organizational elements or to specific types of transactions.

**PERSON:**

Persons shall include any individual, corporation, partnership, association or legal entity however organized, including any subsidiary of the foregoing.

**SUBSIDIARY:**

Subsidiaries shall include any corporation, partnership, association or legal entity however organized, which is owned or controlled by another person.

**AFFILIATE:**

Persons are affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third person owns, controls, or has the power to control both.

**CONTROL:**

Control shall be taken to mean the power to exercise, either directly or indirectly, a controlling influence over management, policies or activities of a person, whether through ownership of voting securities, through one or more intermediary persons, or otherwise. Indications of control shall include, but not be limited to: a person who owns or has the power to vote more than 25 percent of the voting securities of another person, or 25 percent of the total equity if the other person has no voting securities; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and establishment, following debarment, suspension or other exclusion decision, of any organization or entity which is to operate in the same business or activity and is to have substantially the same management, ownership or principal employees as the debarred, suspended or excluded person.

**LOBBYING ACTIVITY CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 influencing or attempting to influence an officer or employee of any Federal 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. (See Exhibit 1 annexed hereto)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.


**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0048

(See reverse for public burden disclosure.)

|   |   |  |
|---|---|--|
| <p><b>1. Type of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. contract<br/> <input type="checkbox"/> b. grant<br/> <input type="checkbox"/> c. cooperative agreement<br/> <input type="checkbox"/> d. loan<br/> <input type="checkbox"/> e. loan guarantee<br/> <input type="checkbox"/> f. loan insurance</p>   | <p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. bid/offer/application<br/> <input type="checkbox"/> b. initial award<br/> <input type="checkbox"/> c. post-award</p>               | <p><b>3. Report Type:</b></p> <p><input checked="" type="checkbox"/> a. initial filing<br/> <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b><br/>         year _____ quarter _____<br/>         date of last report _____</p> |
| <p><b>4. Name and Address of Reporting Entity:</b></p> <p><input checked="" type="checkbox"/> Prime      <input type="checkbox"/> Subawardee<br/>         Tier _____, if known:</p> <p>JRCRUZ Corp.<br/>         675 Line Road<br/>         Aberdeen, NJ 07747</p> <p>Congressional District, if known:</p>   | <p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>  |  |
| <p><b>6. Federal Department/Agency:</b></p> <p>NYS DOT</p>  | <p><b>7. Federal Program Name/Description:</b></p> <p>4th Avenue Safety Improvements Phase A<br/>         CFDA Number, if applicable: _____</p>   |  |
| <p><b>8. Federal Action Number, if known:</b></p>   | <p><b>8. Award Amount, if known:</b></p> <p>\$ _____</p>  |  |
| <p><b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p> <p>Pitta Bishop Del Giorno &amp; Giblin<br/>         120 Broadway - 28th Floor<br/>         New York, NY 10271</p>   | <p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p> <p></p> |  |
| <p><b>11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Ser above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> | <p>Signature: _____<br/>         Print Name: <u>Evaristo Cruz, Jr., PE</u><br/>         Title: <u>President</u><br/>         Telephone No.: <u>732/290-0700</u>      Date: <u>01/08/2019</u></p>                        |  |
| <p>Federal Use Only</p>   |   | <p>Authorized for Local Reproduction<br/>         Standard Form 111 (Rev. 7-97)</p>  |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

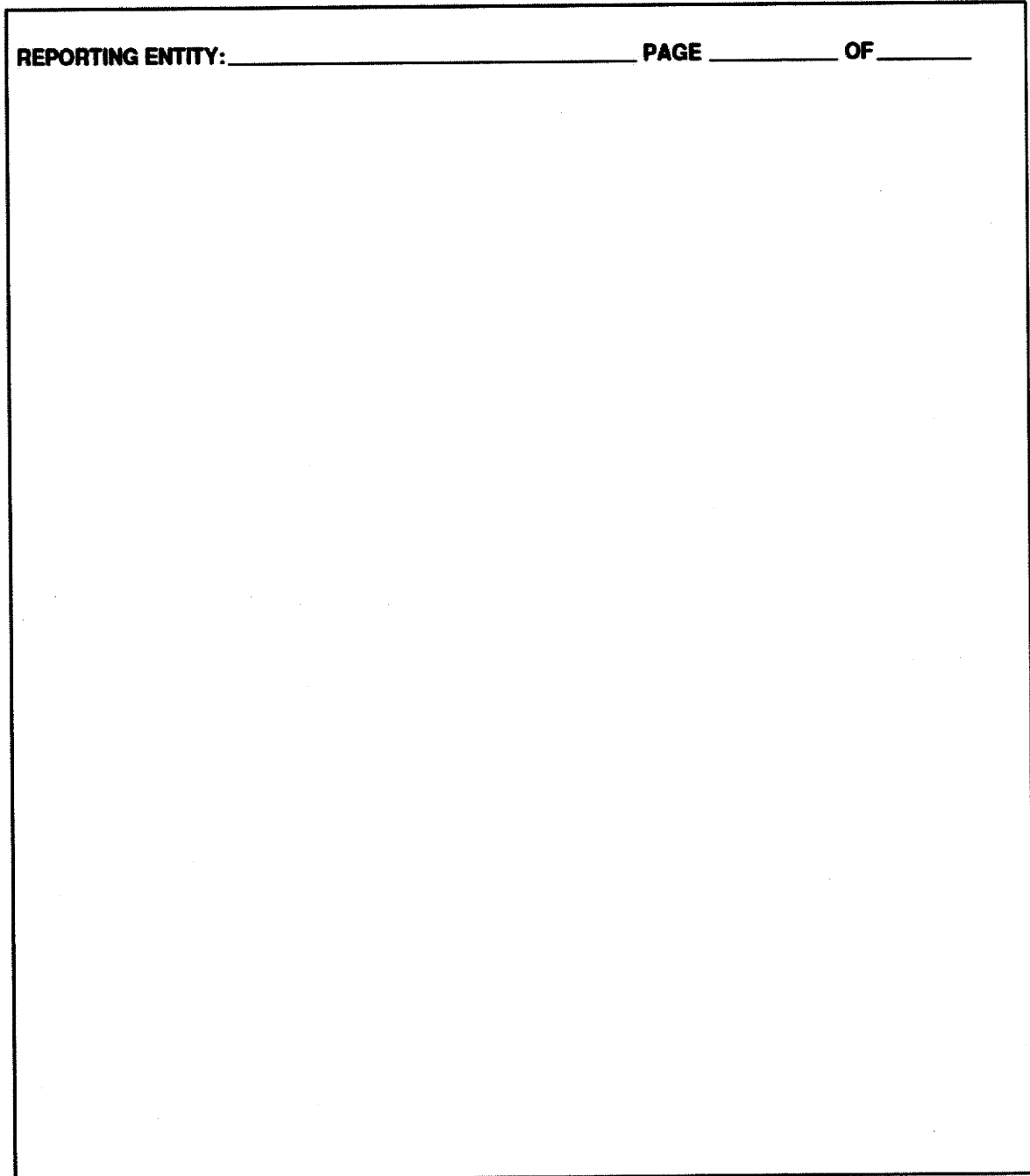
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

APPROVED BY OMB  
0346-0046

REPORTING ENTITY: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_



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**PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW,  
PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND  
MATERIALS ON FEDERAL & STATE CONTRACTS**

**GENERAL PROVISIONS.** All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

**CONVICT LABOR.** No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

**SELECTION OF LABOR.** No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

**WAGE RATES ON FEDERAL AID PROJECTS.** Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.



## **ATTACHMENT "K"**

**CONSTRUCTION BY FEDERAL AGENCIES.** When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

**NON-DISCRIMINATION.** Employment shall be provided without regard to race, color, religion, sex, or national origin.

**CONVICT-PRODUCED MATERIALS.** The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.

b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.

c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

### **FEDERAL WAGE RATES**

The following pages contain the Federal Wage Rates in effect at the time of bidding. Current rates can be found at: [www.wdol.gov/wdol/scafiles/davisbacon/ny3.dvb](http://www.wdol.gov/wdol/scafiles/davisbacon/ny3.dvb)

General Decision Number: NY180003 09/07/2018 NY3

Superseded General Decision Number: NY20170003

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 01/19/2018       |
| 3                   | 02/09/2018       |
| 4                   | 02/16/2018       |
| 5                   | 04/06/2018       |
| 6                   | 04/20/2018       |
| 7                   | 05/18/2018       |
| 8                   | 05/25/2018       |
| 9                   | 06/29/2018       |
| 10                  | 07/27/2018       |
| 11                  | 08/17/2018       |
| 12                  | 08/31/2018       |
| 13                  | 09/07/2018       |

ASBE0012-001 01/01/2018

Rates

Fringes

Asbestos Workers/Insulator  
Includes application of

|   |          |       |
|---|----------|-------|
| all insulating materials,<br>protective coverings,<br>coatings and finishes to<br>all types of mechanical<br>systems..... | \$ 70.47 | 35.25 |
| HAZARDOUS MATERIAL HANDLER.....   | \$ 39.00 | 12.75 |

-----  
BOIL0005-001 01/01/2017

|                  | Rates    | Fringes     |
|------------------|----------|-------------|
| BOILERMAKER..... | \$ 55.23 | 33%+24.12+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 07/01/2017

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| BRICKLAYER.....    | \$ 60.18 | 26.84   |
| MASON - STONE..... | \$ 62.67 | 30.59   |

-----  
BRNY0001-002 07/01/2017

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Pointer, cleaner and caulker..... | \$ 52.62 | 26.12   |

-----  
BRNY0004-001 01/01/2018

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 58.53 | 36.22   |

-----  
BRNY0007-001 07/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 53.03 | 34.26   |
| TERRAZZO WORKER/SETTER..... | \$ 54.63 | 34.28   |

-----  
BRNY0020-001 01/01/2018

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 46.66 | 34.03   |

-----  
BRNY0024-001 01/01/2018

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| BRICKLAYER<br>MARBLE POLISHERS..... | \$ 40.89 | 26.69   |

BRNY0052-001 06/05/2017

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Tile Layer..... | \$ 49.97 | 26.96   |

-----  
BRNY0088-001 01/01/2018

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| TILE FINISHER..... | \$ 53.45 | 34.77   |

-----  
CARP0001-009 07/01/2016

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| CARPENTER              |          |         |
| Carpenters.....        | \$ 52.50 | 45.58   |
| Soft Floor Layers..... | \$ 50.50 | 45.18   |

-----  
CARP0740-001 07/01/2018

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 52.70 | 52.61   |

-----  
CARP1556-006 07/01/2018

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Dock Builder & Piledrivermen |          |         |
| DOCKBUILDERS.....            | \$ 53.63 | 50.07   |

-----  
CARP1556-007 07/01/2018

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Diver Tender..... | \$ 48.24 | 50.07   |
| Diver.....        | \$ 67.94 | 50.07   |

-----  
CARP1556-011 07/01/2018

|                | Rates    | Fringes |
|----------------|----------|---------|
| Carpenters:    |          |         |
| TIMBERMEN..... | \$ 49.10 | 49.37   |

-----  
ELEC0003-001 05/10/2017

|                          | Rates    | Fringes         |
|--------------------------|----------|-----------------|
| ELECTRICIAN              |          |                 |
| Electricians.....        | \$ 56.00 | 70.718%+14.75+a |
| Jobbing, and maintenance |          |                 |
| and repair work.....     | \$ 28.50 | 51.243%+7.50+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

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ELEC1049-001 04/02/2017

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.....   | \$ 32.31 | 21.94   |
| Heavy Equipment Operator....   | \$ 43.08 | 25.27   |
| Lineman and Cable Splicer...   | \$ 53.85 | 28.62   |
| Tree Trimmer.....  | \$ 30.09 | 14.12   |

-----  
ELEV0001-002 03/17/2018

|                              | Rates    | Fringes    |
|------------------------------|----------|------------|
| ELEVATOR MECHANIC            |          |            |
| Elevator Constructor.....    | \$ 64.48 | 42.103+a+b |
| Modernization and Repair.... | \$ 50.49 | 40.399+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.

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ENGI0014-001 07/01/2016

|                          | Rates | Fringes |
|--------------------------|-------|---------|
| POWER EQUIPMENT OPERATOR |       |         |

(HEAVY & HIGHWAY)

|               |          |       |
|---------------|----------|-------|
| GROUP 1.....  | \$ 92.76 | 31.15 |
| GROUP 2.....  | \$ 76.51 | 31.15 |
| GROUP 3.....  | \$ 78.96 | 31.15 |
| GROUP 4.....  | \$ 77.07 | 31.15 |
| GROUP 5.....  | \$ 75.55 | 31.15 |
| GROUP 6.....  | \$ 72.53 | 31.15 |
| GROUP 7.....  | \$ 73.90 | 31.15 |
| GROUP 8.....  | \$ 71.78 | 31.15 |
| GROUP 9.....  | \$ 70.24 | 31.15 |
| GROUP 10..... | \$ 67.16 | 31.15 |
| GROUP 11..... | \$ 62.73 | 31.15 |
| GROUP 12..... | \$ 64.13 | 31.15 |
| GROUP 13..... | \$ 64.63 | 31.15 |
| GROUP 14..... | \$ 48.73 | 31.15 |
| GROUP 15..... | \$ 45.27 | 31.15 |

POWER EQUIPMENT OPERATOR  
(PAVEMENT-HEAVY & HIGHWAY)

|                       |          |         |
|-----------------------|----------|---------|
| Asphalt Plants.....   | \$ 59.14 | 31.15+a |
| Asphalt roller.....   | \$ 69.91 | 31.15+a |
| Asphalt spreader..... | \$ 71.78 | 31.15+a |

POWER EQUIPMENT OPERATOR  
(STEEL ERECTION)

|  |          |       |
|--|----------|-------|
| Compressors, Welding<br>Machines.....  | \$ 45.34 | 31.15 |
| Cranes, Hydraulic Cranes,<br>2 drum derricks,<br>Forklifts, Boom Trucks..... | \$ 76.43 | 31.15 |
| Three drum derricks.....   | \$ 79.54 | 31.15 |

POWER EQUIPMENT OPERATOR  
(UTILITY)

|                            |          |       |
|----------------------------|----------|-------|
| Horizontal Boring Rig..... | \$ 68.25 | 31.15 |
| Off shift compressors..... | \$ 56.70 | 31.15 |
| Utility Compressors.....   | \$ 44.98 | 31.15 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track 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.

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ENGI0014-002 07/01/2016

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| BUILDING & RESIDENTIAL   |          |         |
| GROUP 1.....             | \$ 71.85 | 31.15+a |
| GROUP 2.....             | \$ 76.12 | 31.15+a |
| GROUP 3.....             | \$ 69.39 | 31.15+a |
| GROUP 4.....             | \$ 63.12 | 31.15+a |
| GROUP 5.....             | \$ 47.26 | 31.15+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

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ENGI0015-001 07/01/2016

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR |          |         |
| HEAVY AND HIGHWAY        |          |         |
| GROUP 1.....             | \$ 65.94 | 32.95   |
| GROUP 2.....             | \$ 63.98 | 32.95   |
| GROUP 3.....             | \$ 60.69 | 32.95   |
| GROUP 4.....             | \$ 57.42 | 32.95   |
| GROUP 5.....             | \$ 39.70 | 32.95   |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a 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 Hoist (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, 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 ten (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 including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

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

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 ENGI0015-002 07/01/2016

|  |       |         |
|--|-------|---------|
|  | Rates | Fringes |
|--|-------|---------|

POWER EQUIPMENT OPERATOR

BUILDING

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 65.94 | 32.95 |
| GROUP 2..... | \$ 63.98 | 32.95 |
| GROUP 3..... | \$ 57.42 | 32.95 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Gunite machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving Truck Cranes

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

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IRON0040-002 07/01/2018

BRONX, NEW YORK, RICHMOND

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 50.70 | 75.42   |

-----  
IRON0046-003 07/01/2018

|  | Rates    | Fringes |
|--|----------|---------|
| IRONWORKER<br>METALLIC LATHERS AND<br>REINFORCING IRONWORKERS..... | \$ 56.28 | 22.62   |

-----  
IRON0197-001 07/01/2018

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| IRONWORKER<br>STONE DERRICKMAN..... | \$ 49.34 | 39.46   |

-----  
IRON0361-002 07/01/2018

KINGS, QUEENS

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Ironworkers:<br>(STRUCTURAL)..... | \$ 50.70 | 75.42   |

-----  
IRON0580-001 07/01/2018

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 44.65 | 53.62   |

-----  
LAB00006-001 07/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| LABORER (Cement and Concrete<br>Workers)..... | \$ 42.48 | 17.35   |

-----  
LAB00029-001 07/01/2017

|                    | Rates | Fringes |
|--------------------|-------|---------|
| Laborers:<br>Heavy |       |         |

|  |          |       |
|--|----------|-------|
| Blasters (hydraulic trac<br>drill).....  | \$ 47.15 | 35.49 |
| Blasters.....  | \$ 46.27 | 35.49 |
| Hydraulic Trac Drill.....  | \$ 41.29 | 35.49 |
| Jackhammers, Chippers,<br>Spaders, Concrete<br>Breakers, All Other<br>Pneumatic Tools, Walk<br>Behind Self-Propelled<br>Hydraulic Asphalt and<br>Concrete Breaker..... | \$ 39.34 | 35.49 |
| Powder Carriers.....   | \$ 35.17 | 35.49 |

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LAB00078-001 12/01/2016

Rates Fringes

LABORERS

|   |          |       |
|---|----------|-------|
| BUILDING CONSTRUCTION<br>ASBESTOS (Removal,<br>Abatement, Encapsulation<br>or Decontamination of<br>asbestos); LEAD; &<br>HAZARDOUS WASTE LABORERS<br>(Hazardous Waste,<br>Hazardous Materials,<br>Biochemical and Mold<br>Remediation, HVAC, Duct<br>Cleaning, Re-spray<br>Fireproofing, etc)..... | \$ 36.00 | 16.20 |
|---|----------|-------|

-----  
LAB00079-001 07/01/2017

Rates Fringes

Laborers Building Construction

|                                    |          |       |
|------------------------------------|----------|-------|
| Common or General Laborer...       | \$ 40.15 | 28.34 |
| Demolition Laborers<br>Tier A..... | \$ 38.48 | 26.17 |
| Tier B.....                        | \$ 27.06 | 19.38 |
| Mason Tenders.....                 | \$ 39.80 | 27.30 |

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.

-----  
LAB00147-001 07/01/2016

Rates Fringes

LABORERS (FREE AIR & TUNNEL).....\$ 72.67 47.72

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

-----  
LAB00731-001 07/01/2016

|   | Rates | Fringes |
|---|-------|---------|
| LABORER   |       |         |
| Building, Heavy and Residential Construction  |       |         |
| LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil)/CEMENT/CONCRETE.....\$ 41.00 | 41.00 | 38.53   |
| UTILITY LABORER.....\$ 40.85  | 40.85 | 38.53   |

Paid Holidays: Labor Day and Thanksgiving Day

-----  
LAB01010-001 07/01/2018

|  | Rates | Fringes |
|--|-------|---------|
| Laborers:  |       |         |
| HIGHWAY CONSTRUCTION   |       |         |
| Fence Installer & Repairer.\$ 42.48                          | 42.48 | 42.21   |
| FORMSETTERS.....\$ 46.35                                     | 46.35 | 42.21   |
| LABORERS.....\$ 42.48  | 42.48 | 42.21   |
| Landscape Planting & Maintenance.....\$ 42.48                | 42.48 | 42.21   |
| Maintenance Safety Surface.\$ 42.48                          | 42.48 | 42.21   |
| Slurry/Sealcoater/Play Equipment Installer.....\$ 42.48      | 42.48 | 42.21   |
| Small Equipment Operator (Not Operating Engineer)...\$ 42.48 | 42.48 | 42.21   |
| Small Power Tools Operator.\$ 42.48                          | 42.48 | 42.21   |

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.

-----  
LAB01010-002 07/01/2018

|                                | Rates | Fringes |
|--------------------------------|-------|---------|
| Laborers-Asphalt Construction: |       |         |

|  |          |       |
|--|----------|-------|
| Micro Paver.....                           | \$ 46.95 | 42.21 |
| Raker.....                                 | \$ 46.35 | 42.21 |
| Screedperson.....                          | \$ 46.95 | 42.21 |
| Shoveler (Production<br>Paving Only).....  | \$ 42.48 | 42.21 |
| Small Equipment Operator<br>(Asphalt)..... | \$ 42.48 | 42.21 |

-----  
PAIN0009-001 05/01/2018

|   | Rates    | Fringes |
|---|----------|---------|
| GLAZIER.....  | \$ 29.05 | 18.88   |
| PAINTER   |          |         |
| Painters, Drywall<br>Finishers, Lead Abatement<br>Worker..... | \$ 45.70 | 27.67   |
| Spray, Scaffold and<br>Sandblasting.....                      | \$ 48.70 | 27.67   |

-----  
PAIN0806-001 10/01/2017

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Painters:                    |          |         |
| Structural Steel and Bridge. | \$ 49.50 | 38.93   |

-----  
PAIN1974-001 06/28/2018

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Painters:                    |          |         |
| Drywall Tapers/Pointers..... | \$ 47.82 | 25.21   |

-----  
PLAS0262-001 08/01/2018

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.58 | 26.52   |

-----  
PLAS0262-002 08/01/2018

KINGS AND QUEENS COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.58 | 26.52   |

-----  
PLAS0780-001 07/01/2018

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 51.97 | 33.56   |

-----  
PLUM0001-001 07/01/2018

|         | Rates | Fringes |
|---------|-------|---------|
| PLUMBER |       |         |

MECHANICAL EQUIPMENT AND SERVICE

Any repair and/or replacement of the present plumbing system that does not change the existing roughing.....

|                        |          |       |
|------------------------|----------|-------|
| existing roughing..... | \$ 41.55 | 16.61 |
| PLUMBERS:.....         | \$ 68.40 | 33.80 |

-----  
PLUM0638-001 12/28/2016

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER                                |          |         |
| SERVICE FITTERS.....                   | \$ 26.30 | 2.55    |
| SPRINKLER FITTERS,<br>STEAMFITERS..... | \$ 61.81 | 48.30   |

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 07/01/2018

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 42.50 | 33.37   |

-----  
SHEE0028-002 07/31/2014

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| SHEET METAL WORKER           |          |         |
| BUILDING CONSTRUCTION.....   | \$ 50.91 | 36.70   |
| RESIDENTIAL CONSTRUCTION.... | \$ 27.22 | 16.48   |

-----  
\* TEAM0282-001 07/01/2018

|                           | Rates    | Fringes   |
|---------------------------|----------|-----------|
| TRUCK DRIVER              |          |           |
| Asphalt.....              | \$ 43.43 | 48.7025+a |
| Euclids & Turnapulls..... | \$ 43.53 | 48.7025+a |
| High Rise.....            | \$ 51.36 | 48.7025+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.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### 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

**NOTICE**

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 5, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) 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. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

**A. NOTICE TO BIDDERS**

- (1) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (6) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (7) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.
- (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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) 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.

**DATED: June 5, 2018**

**PROJECT ID.: HWK1669A**

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

**B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS**

- (1) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:

**Add** the following to **Subsection 10.21**:

- (1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Peter Gordon, P.E., Chief, Linear Capital Program Management Division 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) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Michael Lofesse/Ghanshyam Patel - Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

- (2) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:

**Add** the following to **Subsection 10.30**:

- (1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWK1669A.

- (3) **Refer** to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Page VII-67:

**Add** the following to **Subsection 71.41.4**:

- (E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWK1669A.

**C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK**

- 1) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:, Page 4;  
**Add** the following to Section 11:

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:, Page 5;  
**Add** the following to Section 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

**END OF SECTION**

**This Section consists of four (4) pages.**

**HAZ - PAGES**

**SPECIFICATIONS FOR HANDLING,  
TRANSPORTATION AND DISPOSAL  
OF NONHAZARDOUS AND POTENTIALLY  
HAZARDOUS CONTAMINATED MATERIALS**

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**NOTICE**

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.



(NO TEXT ON THIS PAGE)

**SPECIFICATIONS FOR  
HANDLING, TRANSPORTATION AND DISPOSAL  
OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS  
CONTAMINATED MATERIALS**

**4<sup>TH</sup> AVENUE SAFETY IMPROVEMENTS  
FROM 8<sup>TH</sup> TO 64<sup>TH</sup> STREETS**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

**Capital Project ID: HWK1669A**

**Prepared By:**



**30-30 Thomson Avenue, 3<sup>rd</sup> Floor  
Long Island City, New York 11101**

**May 10, 2018**

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## ITEM 8.01 C1 HANDLING, TRANSPORTING, & DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

### 8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation, and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ◆ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ◆ Visual evidence of contamination
- ◆ Petroleum and/or chemical odors
- ◆ Soils that have been documented as contaminated in previous environmental reports

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Management, Office of Environmental and Geotechnical Services (OEGS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

- A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
  - a. Name and Waste Transporter Permit Number
  - b. Address
  - c. Name of responsible contact for the hauler
  - d. Telephone number for the contact
  - e. Any and all necessary permit authorizations for each type of waste transported
  - f. Previous experience in performing the type of work specified herein
5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
  - a. Facility name and the State identification number
    - (1) Facility location
    - (2) Name of responsible contact for the facility
    - (3) Telephone number for contact
    - (4) Signed letter of agreement to accept waste as specified in this contract
    - (5) Unit of measure utilized at facility for costing purposes
  - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
  - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
  - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

### **8.01 C1.2 MATERIALS**

- A. Containers shall be as required in the United States Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Management, OEGS.

### **8.01 C1.3 CONSTRUCTION DETAILS**

#### **A. Material Handling**

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
  - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
  - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S - Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal or Treatment Facility

1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. **The Program Management, OEGS shall review and approve waste profiles before transportation to the TSD facility.**

2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.

- d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
  - e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Management, OEGS at no additional cost to the City.
  - f. The Contractor shall develop, document, and implement a policy for accident prevention.
  - g. The Contractor shall not combine contaminated materials from other projects with material from this project.
  - h. No material shall be transported until approved by the DDC.
3. Off-Site Disposal
- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OEGS, and if approved shall be at no extra cost to the City.
  - b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
  - c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
  - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
  - e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.
4. Equipment and Vehicle Decontamination
- a. The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S - Health and Safety.
  - b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

#### **8.01 C1.4 METHOD OF MEASUREMENT**



Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

**8.01 C1.5 PRICE TO COVER**

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

*Payment will be made under:*

| <u>ITEM NUMBER</u> | <u>ITEM</u>   | <u>PAYMENT UNIT</u> |
|--------------------|---|---------------------|
| 8.01 C1            | Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil | Tons                |

**ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY  
HAZARDOUS SOIL FOR DISPOSAL PARAMETERS**

**8.01 C2.1 WORK TO INCLUDE**

A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

B. Sampling and Laboratory Analysis

1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) and an Investigation Health and Safety Plan to the Program Management, Office of Environmental and Geotechnical Services (OEGS) for review and approval. The SSP/FSP shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The SSP/FSP shall also include training and experience of the personnel who will collect the samples. The Investigation HASP shall identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposure to physical, biological, chemical hazards that may be present in the all sampling media.
2. The Contractor shall sample and analyze representative samples of the contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 500 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a five (5) calendar days turn around time and analytical results must be submitted to Program Management, OEGS upon receipt of the analytical results.
3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the

date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
  1. Sample identification number
  2. Sample location
  3. Field observation
  4. Sample type
  5. Analyses
  6. Date/time of collection
  7. Collector's name
  8. Sample procedures and equipment utilized
  9. Date sent to laboratory and name of laboratory
8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

**8.01 C2.2 METHOD OF MEASUREMENT**

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

**8.01 C2.3 PRICE TO COVER**

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

*Payment will be made under:*

| ITEM NUMBER | ITEM  | PAYMENT UNIT |
|-------------|---|--------------|
| 8.01 C2     | Sampling and Testing of Contaminated/<br>Potentially Hazardous Soil for Disposal Parameters | Set          |

## ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

### 8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Management, Office of Environmental and Geotechnical Services (OEGS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
  - a. Name and waste transporter permit number
  - b. Address
  - c. Name of responsible contact for the hauler

- d. Telephone number for the contact
  - e. Any and all necessary permit authorizations for each type of waste transported
  - f. Previous experience in performing the type of work specified herein
4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
  5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
  6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
  7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
    - a. General Information
      - (1) Facility name and the EPA identification number
      - (2) Facility location
      - (3) Name of responsible contact for the facility
      - (4) Telephone number for contact
      - (5) Signed letter of agreement to accept waste as specified in this contract
      - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
      - (7) Unit of measure utilized at each facility for costing purposes
    - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
    - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
    - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
    - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.
    - f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.
  8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

## **8.01 H.2 MATERIALS**

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

## **8.01 H.3 CONSTRUCTION DETAILS**

### **A. Material Handling**

- 1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S - Health and Safety.
- 2. The Contractor shall handle hazardous soil as approved in the MHP.
- 3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
- 4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

### **B. Off-Site Transportation and Disposal**

- 1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.
- 2. Weight Measurement
  - a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
  - b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- 3. General
  - a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.
  - b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.

- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
  - d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
4. Hauling
- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
  - b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
  - c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
  - d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
  - e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
  - f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
  - g. The Contractor shall develop, document, and implement a policy for accident prevention.
  - h. The Contractor shall not combine hazardous materials from other projects with material from this project.
  - i. **The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Management, OEGS will review and sign the manifest as the generator.**
  - j. No materials shall be transported until approved by the DDC.
5. Off-Site Disposal
- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
  - b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials.

The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

- c. The Contractor shall submit all results and weights to the DDC.
  - d. **The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Management, OEGS.**
6. **Equipment and Vehicle Decontamination**
- The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
7. **Record Keeping**

The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

#### **8.01 H.4 METHOD MEASUREMENT**

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H.3.B.2, that are capable of generating load tickets.

#### **8.01 H.5 PRICE TO COVER**

- A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to complete the work as specified herein for handling, transporting and disposal of hazardous soils.
- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.
- D. Backfill will be paid for under its respective item.



*Payment will be made under:*

| <u>ITEM NUMBER</u> | <u>ITEM</u>   | <u>PAYMENT UNIT</u> |
|--------------------|---|---------------------|
| 8.01 H             | Handling, Transporting, and Disposal of Hazardous Soils | Tons                |

## ITEM 8.01 S HEALTH AND SAFETY

### 8.01 S.1 WORK TO INCLUDE

#### Health and Safety Requirements

##### A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Management, Office of Environmental and Geotechnical Services (OEGS).

Work shall include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

##### B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health

and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Management, OEGS demonstrating the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor shall submit, a written HASP, as specified herein, to Program Management, OEGS for review and comment. The written HASP shall be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor shall make all necessary revisions required by Program Management, OEGS and resubmit the HASP to the Program Management, OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Management, OEGS.
2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.

4. **Medical Surveillance Examinations:** The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
5. **Accident Reports:** All accidents, spills, or other health and safety incidents shall be reported to the DDC.

**D. Health and Safety Plan**

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill control, dust control, vapor/odor suppression procedures
14. Identification of the nearest hospital and route
15. Confined space procedures
16. Excavation safety procedures

**8.01 S.2 MEASUREMENT**

**Health and Safety Requirements**

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:
  - Medical surveillance program
  - Health and safety training
  - Health and safety plan
  - Environmental and personnel monitoring
  - Instrumentation
  - Spill control
  - Dust control
  - Personnel and equipment decontamination facilities
  - Personnel protective clothing
  - Communications
  - Mobilization
- B. 50% will be paid in proportional monthly amounts over the period of work.
- C. 25% will be paid when the operation is demobilized and removed from the project site.

### 8.01 S.3 PRICE TO COVER

#### Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- E. Spill Control
  - 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
  - 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.
- F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.
- G. Vapor/Odor Suppression

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

*Payment will be made under:*

| <u>ITEM NUMBER</u> | <u>ITEM</u>       | <u>PAYMENT UNIT</u> |
|--------------------|-------------------|---------------------|
| 8.01 S             | Health and Safety | Lump Sum            |

## **ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER**

### **8.01 W1.1 WORK TO INCLUDE**

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Management, Office of Environmental and Geotechnical Services (OEGS) demonstrating the minimum requirements as set forth below:

1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

#### **8.01 W1.2 CONSTRUCTION DETAILS**

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

- A. On-site treatment and discharge into New York City combined sanitary/storm sewers.
1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:  
Title 15-New DEP Sewer Use Regulations.
  2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
    - a. Industrial waste approval for the New York City sewer system.
    - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
    - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
    - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
    - e. Wastewater quality control application, DEP.
  3. The WHP for this portion of the work shall include at a minimum:



- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

#### 4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

#### 5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.
- f. Disposal of Treatment Media
  - (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
  - (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

loading, certificates of recycling or destruction and other applicable documentation.

- (3) **Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.**

**B. Off-Site Disposal**

1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
  - a.
    - (1) Name and waste transporter permit number
    - (2) Address
    - (3) Name of responsible contact for the hauler
    - (4) Any and all necessary permit authorizations for each type of waste transported
    - (5) Previous experience in performing the type of work specified herein
  - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
    - (1) Facility name and EPA identification number
    - (2) Facility location
    - (3) Name of responsible contact for the facility
    - (4) Telephone number for contact
    - (5) Unit of measure utilized at facility for costing purposes
  - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
  - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
  - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
  - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OEGS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same

requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

- (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S – Health and Safety.

**8.01 W1.3 METHOD OF MEASUREMENT**

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

**8.01 W1.4 PRICE TO COVER**

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

*Payment will be made under:*

| <u>ITEM NUMBER</u> | <u>ITEM</u>   | <u>PAYMENT UNIT</u> |
|--------------------|---|---------------------|
| 8.01 W1            | Removal, Treatment and Disposal/Discharge of Contaminated Water | Day                 |

## ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

### 8.01 W2.1 WORK TO INCLUDE

#### A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

#### B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the DDC-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
  - a. Sample identification number
  - b. Sample location
  - c. Field observation
  - d. Sample type
  - e. Analyses
  - f. Date/time of collection
  - g. Collector's name
  - h. Sample procedures and equipment used
  - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.

8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

**8.01 W2.2 METHOD OF MEASUREMENT**

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

**8.01 W2.3 PRICE TO COVER**

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

*Payment will be made under:*

| <u>ITEM NUMBER</u> | <u>ITEM</u>                                | <u>PAYMENT UNIT</u> |
|--------------------|--|---------------------|
| 8.01 W2            | Sampling and Testing of Contaminated Water | Set                 |

**ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO STORM,  
SANITARY/COMBINED SEWER**



**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WASTEWATER TREATMENT**

**Limitations for Effluent to Sanitary or Combined Sewers**

| <b>Parameter<sup>1</sup></b>    | <b>Daily Limit</b> | <b>Units</b> | <b>Sample Type</b> | <b>Monthly Limit</b> |
|---------------------------------|--------------------|--------------|--------------------|----------------------|
| Non-polar material <sup>2</sup> | 50                 | mg/l         | Instantaneous      | ---                  |
| pH                              | 5-11               | SU's         | Instantaneous      | ---                  |
| Temperature                     | < 150              | Degree F     | Instantaneous      | ---                  |
| Flash Point                     | > 140              | Degree F     | Instantaneous      | ---                  |
| Cadmium                         | 2                  | mg/l         | Instantaneous      | ---                  |
|                                 | 0.69               | mg/l         | Composite          | ---                  |
| Chromium (VI)                   | 5                  | mg/l         | Instantaneous      | ---                  |
| Copper                          | 5                  | mg/l         | Instantaneous      | ---                  |
| Lead                            | 2                  | mg/l         | Instantaneous      | ---                  |
| Mercury                         | 0.05               | mg/l         | Instantaneous      | ---                  |
| Nickel                          | 3                  | mg/l         | Instantaneous      | ---                  |
| Zinc                            | 5                  | mg/l         | Instantaneous      | ---                  |
| Benzene                         | 134                | ppb          | Instantaneous      | 57                   |
| Carbontetrachloride             | ---                | ---          | Composite          | ---                  |
| Chloroform                      | ---                | ---          | Composite          | ---                  |
| 1,4 Dichlorobenzene             | ---                | ---          | Composite          | ---                  |
| Ethylbenzene                    | 380                | ppb          | Instantaneous      | 142                  |
| MTBE (Methyl-Tert-Butyl-Ether)  | 50                 | ppb          | Instantaneous      | ---                  |
| Naphthalene                     | 47                 | ppb          | Composite          | 19                   |
| Phenol                          | ---                | ---          | Composite          | ---                  |
| Tetrachloroethylene (Perc)      | 20                 | ppb          | Instantaneous      | ---                  |
| Toluene                         | 74                 | ppb          | Instantaneous      | 28                   |
| 1,2,4 Trichlorobenzene          | ---                | ---          | Composite          | ---                  |
| 1,1,1 Trichloroethane           | ---                | ---          | Composite          | ---                  |
| Xylenes (Total)                 | 74                 | ppb          | Instantaneous      | 28                   |
| PCB's (Total) <sup>3</sup>      | 1                  | ppb          | Composite          | ---                  |
| Total Suspended Solids (TSS)    | 350 <sup>4</sup>   | mg/l         | Instantaneous      | ---                  |
| CBOD <sup>5</sup>               | ---                | ---          | Composite          | ---                  |
| Chloride <sup>5</sup>           | ---                | ---          | Instantaneous      | ---                  |
| Total Nitrogen <sup>5</sup>     | ---                | ---          | Composite          | ---                  |
| Total Solids <sup>5</sup>       | ---                | ---          | Instantaneous      | ---                  |

<sup>1</sup> All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the

pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses shall be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- 2 Analysis for *non-polar materials* must be done by EPA method 1664 Rev. A. Non-Polar Material shall mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the EPA shall prescribe, by silica gel absorption.
- 3 Analysis for PCB=s is required if *both* conditions listed below are met:
  - 1) if proposed discharge  $\geq 10,000$  gpd;
  - 2) if duration of a discharge  $> 10$  days.Analysis for PCB=s must be done by EPA method 608 with MDL= $\leq 65$  ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 4 For discharge  $\geq 10,000$  gpd, the TSS limit is 350 mg/l. For discharge  $< 10,000$ gpd, the limit is determined on a case by case basis.
- 5 Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge  $\geq 10,000$  gpd.

**ATTACHMENT 2: APPLICABLE REGULATIONS**

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"
27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"

28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

**ATTACHMENT 3: DEFINITIONS**

**Contaminated Groundwater and Decontamination Fluids:** Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.

**Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

**Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

**Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.

**Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**Hazardous Substance Evaluation:** An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

**Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

**Material Handling Plan:** A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

**Non-Hazardous Contaminated Soils:** Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

**New York State Health Department's Environmental Laboratory Approval Program:** A program by which the state of New York approves and accredits environmental testing laboratories.

**PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

**Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

**RCRA Hazardous Waste Characteristics:** Characteristics of a material which may indicate the material is hazardous. These include: ignitability, corrosivity, reactivity, and toxicity.

**Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

**ATTACHMENT 4: PHASE I CORRIDOR ASSESSMENT AND  
PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT**



**- Final -**  
**Phase I Corridor Assessment Report**  
**for**  
**4<sup>th</sup> Avenue Safety Improvements Phase A**  
**from 18<sup>th</sup> to 33<sup>rd</sup> Streets and 52<sup>nd</sup> to 65<sup>th</sup> Streets**  
**Brooklyn, New York**

DDC PROJECT NO. HWK1669A  
WORK ORDER NO. 13895-LBA-4-R-12542  
CONTRACT REGISTRATION NO. 20181406286

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## EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., P.C. (Louis Berger) has prepared this Phase I Corridor Assessment Report (Phase I CAR) for the HWK1669A Corridor in the South Slope, Greenwood, and Sunset Park sections of the Borough of Brooklyn, New York to reasonably determine the potential for possible environmental contamination posed by properties within or adjacent to the Corridor boundaries. The approximately 1.39-mile (7,360-foot) long Corridor is comprised of the following street segments:

|   |       |
|---|-------|
| 4 <sup>th</sup> Avenue from 18 <sup>th</sup> Street to 33 <sup>rd</sup> Street                  | 3,860 |
| 4 <sup>th</sup> Avenue from 52 <sup>nd</sup> Street to 75 feet south of 65 <sup>th</sup> Street | 3,500 |

Currently, the Corridor is developed with paved roadways, sidewalk areas, and existing infrastructure systems, and exhibits evidence of utilities, such as manholes, pavement scars, utility mark-outs, and valve covers. This indicates the presence of buried utilities, including gas, sewer, water, electric, and communications. The Corridor is composed of two separate southern and northern portions, and both are primarily adjoined by street-level commercial properties with residences above and a mix of private and commercial properties. The Brooklyn Queens Expressway is located approximately 750 feet to the west of both portions of the Corridor and transects the southernmost portion of the Corridor.

The proposed construction activities for the Corridor consist of mitigating the effects of traffic and enhancing pedestrian safety by raising the existing medians and Metropolitan Transportation Authority (MTA) vents to provide a continuous and physical barrier along the Corridor, as well as the addition of street trees and planting (where feasible), benches, and wayfinding. Repairs and replacement of combined sewer in some portions of the Corridor are also part of the proposed construction activities. Proposed depth of excavation will be determined once design plans for the improvements are finalized. Figure 1 shows the topographic location and boundary of the Corridor.

The Corridor Assessment was comprised of a reconnaissance on March 13 through 14, 2017 to document current property uses and conditions; a review of historical Sanborn Fire Insurance Maps to document past property use; and a review of a regulatory agency database report to identify properties within the Corridor and adjoining sites with potential environmental conditions. Table 2 summarizes the results of the Corridor Assessment.

Based on the DDC Risk Criteria protocol, Louis Berger initially identified 633 “High” risk sites that might pose potential impact to the Corridor. After evaluation of additional modifying information, 113 final “High” risk sites and 14 final “Moderate” risk sites were identified.



**“High” Risk Sites:**

|    |  |   |      |
|----|--|---|------|
| 1  | Towers of Bay Ridge (former manufacturing, lumber yard, and railroad operations)   | 4 <sup>th</sup> Avenue, 6501 3 <sup>rd</sup> Avenue, 350 to 362 65 <sup>th</sup> Street                     | H#1  |
| 2  | BP Gas Station   | 6401 4 <sup>th</sup> Avenue   | H#2  |
| 3  | Construction Storage (former gas tanks and auto sales)   | 6402 to 6424 4 <sup>th</sup> Avenue   | H#3  |
| 4  | Park Ridge Family Health Center (E designation, former auto services, and gas tanks)   | 6321 to 6323 4 <sup>th</sup> Avenue, 401 64 <sup>th</sup> Street  | H#4  |
| 5  | Perez Grocery, Los Primos Tire Shop, and Apartments  | 6302 4 <sup>th</sup> Avenue, 370 to 380 63 <sup>rd</sup> Street   | H#5  |
| 6  | Rite Aid Pharmacy (E designation for hazardous materials, current hazardous waste generation operations, and historical auto sales and auto garage operations) | 6201 to 6223 4 <sup>th</sup> Avenue, 402 to 412 62 <sup>nd</sup> Street, 401 to 411 63 <sup>rd</sup> Street | H#6  |
| 7  | Maimonides Woman's Pavilion and Parking Lot (E designation and Used Car Sales)   | 6202 to 6208 4 <sup>th</sup> Avenue, 370 to 380 62 <sup>nd</sup> Street                                     | H#7  |
| 8  | Pacific Laundromat and Apartments  | 6114 4 <sup>th</sup> Avenue   | H#8  |
| 9  | Sunoco Gas Station   | 6102 to 6110 4 <sup>th</sup> Avenue, 370 to 380 61 <sup>st</sup> Street                                     | H#9  |
| 10 | Daniel Tire Shop and Apartments  | 6117 4 <sup>th</sup> Avenue   | H#10 |
| 11 | Second Cycle Laundromat and Apartments   | 6111 4 <sup>th</sup> Avenue   | H#11 |
| 12 | Deli on 61st, Sixtieth Street Cleaners, and Apartments   | 6022 to 6024 4 <sup>th</sup> Avenue, 369 to 379 61 <sup>st</sup> Street                                     | H#12 |
| 13 | Sunset Plumbing Supplies and Apartments (former auto garage)   | 6001 4 <sup>th</sup> Avenue, 402 to 412 60 <sup>th</sup> Street   | H#13 |
| 14 | King 4th Avenue Deli and Apartments (former dry cleaner)   | 5923 4 <sup>th</sup> Avenue, 401 to 411 60 <sup>th</sup> Street   | H#14 |
| 15 | No. 1 Laundromat and Apartments  | 5921 4 <sup>th</sup> Avenue   | H#15 |
| 16 | Rosa's Bakery and Apartments (former manufacturing)  | 5824 4 <sup>th</sup> Avenue, 369 to 379 59 <sup>th</sup> Street   | H#16 |
| 17 | Brooklyn Tops Liquor and Wine and Apartments (former dry cleaner)  | 5812 4 <sup>th</sup> Avenue   | H#17 |
| 18 | Evergreen Laundromat and Apartments  | 5804 4 <sup>th</sup> Avenue   | H#18 |
| 19 | 5719R Laundromat, Vanidososa's Beauty Salon Unisex Corp, and Apartments  | 5719 4 <sup>th</sup> Avenue   | H#19 |
| 20 | Lin Bakery & Café and Apartments (former clothing manufacturing)   | 5713 to 5715 4 <sup>th</sup> Avenue   | H#20 |
| 21 | Lucky Cleaner and Apartments   | 5512 4 <sup>th</sup> Avenue   | H#21 |
| 22 | Happy Laundromat and Apartments  | 5509 4 <sup>th</sup> Avenue   | H#22 |
| 23 | Patel Grocery and Apartments (former dry cleaner)  | 5303 4 <sup>th</sup> Avenue   | H#23 |

**“High” Risk Sites Continued:**

|    |   |  |      |
|----|---|--|------|
| 24 | Crystal Clear Laundromat, Quick Deli, and Apartments  | 5310 4 <sup>th</sup> Avenue  | H#24 |
| 25 | Spring Corner's Grocery 99¢ & Up and Apartments (E designation, former auto repair and vulcanizing)           | 5223 4 <sup>th</sup> Avenue, 401 53 <sup>rd</sup> Street   | H#25 |
| 26 | Star Star Laundromat, Ria, Atlantic Travel, and Apartments (E designation for hazardous materials).           | 5217 to 5219 4 <sup>th</sup> Avenue  | H#26 |
| 27 | Temple De La Alabanza (former auto repairs and soda manufacturing)  | 5205 to 5211 4 <sup>th</sup> Avenue  | H#27 |
| 28 | Astromundo Travel Co. and Apartments (former auto repairs and soda manufacturing)                             | 5203 4 <sup>th</sup> Avenue  | H#28 |
| 29 | Ortiz Funeral Home  | 5202 4 <sup>th</sup> Avenue, 370 to 380 52 <sup>nd</sup> Street                                    | H#29 |
| 30 | El Buen Gusto restaurant and Apartments (former soda manufacturing)   | 5201 4 <sup>th</sup> Avenue, 402 to 412 52 <sup>nd</sup> Street                                    | H#30 |
| 31 | Bubbles & Suds Laundromat, Finest SNA Deli Grocery Corp., Richie's GYM, and Apartments                        | 5119 4 <sup>th</sup> Avenue  | H#31 |
| 32 | Mister Trophy, Nuevo Estilo Barber Shop, and Home Furniture Inc. (E designation for hazardous materials)      | 5118 to 5120 4 <sup>th</sup> Avenue  | H#32 |
| 33 | FDNY Battalion 40, Engine 201, Ladder 114   | 5113 4 <sup>th</sup> Avenue  | H#33 |
| 34 | Blink Fitness (E designation)   | 5107 to 5111 4 <sup>th</sup> Avenue  | H#34 |
| 35 | Apartment Building (former auto operations)   | 444 51 <sup>st</sup> Street  | H#35 |
| 36 | Friend's Auto Service   | 158 33 <sup>rd</sup> street  | H#36 |
| 37 | B-Landi Deli & Grocery, Bklyn' Bar, and Apartments (E designation for hazardous materials)                    | 885 4 <sup>th</sup> Avenue   | H#37 |
| 38 | Sunset Park Martial Arts, Inc., Bush Capital, and Apartments (E designation for hazardous materials)          | 889 4 <sup>th</sup> Avenue   | H#38 |
| 39 | Laundromat and Dry Cleaning and Apartments  | 898 4 <sup>th</sup> Avenue, 165 33 <sup>rd</sup> Street  | H#39 |
| 40 | T&D Auto Repair, Inc.   | 896 4 <sup>th</sup> Avenue   | H#40 |
| 41 | Vacant gas station  | 867 to 875 4 <sup>th</sup> Avenue, 167 33 <sup>rd</sup> Street, 168 to 178 32 <sup>nd</sup> Street | H#41 |
| 42 | Jack and Tony Auto Repair   | 880 to 888 4 <sup>th</sup> Avenue, 166 32 <sup>nd</sup> Street                                     | H#42 |
| 43 | TaxTerminal.com (tax preparers) and Apartments (former dry cleaners)  | 878 4 <sup>th</sup> Avenue, 153 32 <sup>nd</sup> Street  | H#43 |
| 44 | Ardon Sweet Science Gym, and Iglesia De Dios Pentecostal Alfa y Omega (E designation for hazardous materials) | 857 to 861 4 <sup>th</sup> Avenue  | H#44 |



**“High” Risk Sites Continued:**

|    |   |   |      |
|----|---|---|------|
| 45 | VF Tailor Shop and Dry Cleaner, and Apartments  | 863 4 <sup>th</sup> Avenue  | H#45 |
| 46 | Full Service Hand Wash & Express Lube   | 862 to 868 4 <sup>th</sup> Avenue   | H#46 |
| 47 | Speedway Gas Station  | 833 to 847 4 <sup>th</sup> Avenue, 168 to 176 30 <sup>th</sup> Street, 167 to 175 31 <sup>st</sup> Street | H#47 |
| 48 | Office Building (former filling station and auto service)   | 846 to 850 4 <sup>th</sup> Avenue, 158 to 166 30 <sup>th</sup> Street                                     | H#48 |
| 49 | World Confections Inc. (manufacturing)  | 185 to 193 30 <sup>th</sup> Street  | H#49 |
| 50 | NYPD 72nd Precinct (historical tank failure, former tire sales and service, and lumber yard operations, and an open spill case) | 830 to 844 4 <sup>th</sup> Avenue, 154 to 166 29 <sup>th</sup> Street, 151 to 165 30 <sup>th</sup> Street | H#50 |
| 51 | Vacant Lot (Former Speedy Rent-a-Car) (former filling station, auto repair, historical gas tanks, open spill case)              | 822 to 828 4 <sup>th</sup> Avenue, 159 to 165 29 <sup>th</sup> Street                                     | H#51 |
| 52 | Industrial Building (manufacturing, active tank)  | 814 to 820 4 <sup>th</sup> Avenue, 156 to 166 28 <sup>th</sup> Street                                     | H#52 |
| 53 | Industrial Building and Parking Lot (former filling station and auto repair, active tank)                                       | 801 to 807 4 <sup>th</sup> Avenue, 168 to 176 28 <sup>th</sup> Street                                     | H#53 |
| 54 | G&J Service Corp.   | 198 28 <sup>th</sup> Street   | H#54 |
| 55 | Unidentified Auto Repair  | 197 28 <sup>th</sup> Street   | H#55 |
| 56 | Unidentified Chemical Storage Building  | 195 28 <sup>th</sup> Street   | H#56 |
| 57 | KFC (former filling station)  | 794 to 812 4 <sup>th</sup> Avenue, 196 27 <sup>th</sup> Street, 167 28 <sup>th</sup> Street               | H#57 |
| 58 | Jerry Atros Motors Auto Repair Center   | 792 4 <sup>th</sup> Avenue  | H#58 |
| 59 | Boost Mobile, 4th Avenue Laundromat, and Apartments   | 784 4 <sup>th</sup> Avenue  | H#59 |
| 60 | Taksim 2 Restaurant and Apartments (former manufacturing)   | 776 to 778 4 <sup>th</sup> Avenue   | H#60 |
| 61 | Truck Flats 27th Street; Pro 1 Tire Service, and Saunter LED Lighting   | 781 4 <sup>th</sup> Avenue, 193 to 201 27 <sup>th</sup> Street  | H#61 |
| 62 | Tasty Deli & Restaurant, and Jesucristo es el Senor Iglesia (former auto operations)  | 775 to 777 4 <sup>th</sup> Avenue   | H#62 |
| 63 | Paul Signs (former manufacturing)   | 222 to 224 26 <sup>th</sup> Street  | H#63 |
| 64 | Unidentified Industrial Building (former metalworking and auto operations)  | 247 to 251 27 <sup>th</sup> Street  | H#64 |
| 65 | Garage and Apartments (former auto repair and junkyard operations)  | 763 to 765 4 <sup>th</sup> Avenue, 197 to 205 26 <sup>th</sup> Street                                     | H#65 |
| 66 | Las Rosas Funeral Home  | 761 4 <sup>th</sup> Avenue  | H#66 |
| 67 | Brooklyn Way Hotel (former filling station, car wash, and used auto sales)  | 764 to 774 4 <sup>th</sup> Avenue, 181 26 <sup>th</sup> Street  | H#67 |
| 68 | One Stop Blueprinting and Copy Center, and Greenpath Electric Bikes, and Apartments (former printing operations)                | 757 4 <sup>th</sup> Avenue  | H#68 |

**“High” Risk Sites Continued:**

|    |  |   |      |
|----|--|---|------|
| 69 | Unidentified Industrial Building (former hazardous waste generator and machine shop)   | 230 to 232 25 <sup>th</sup> Street, 227 to 233 26 <sup>th</sup> Street                                    | H#69 |
| 70 | H&J Auto Body Repair   | 224 to 226 25 <sup>th</sup> Street  | H#70 |
| 71 | Apartments (former manufacturing and greenhouse operations)  | 216 to 222 25 <sup>th</sup> Street  | H#71 |
| 72 | 4th Ave Deli & Grill Corp., and Apartments (former manufacturing)  | 751 to 753 4 <sup>th</sup> Avenue, 196 25 <sup>th</sup> Street  | H#72 |
| 73 | C-Town Supermarket (former auto repair and sales)  | 760 to 762 4 <sup>th</sup> Avenue, 188 to 194 25 <sup>th</sup> Street                                     | H#73 |
| 74 | Interstate EDP & Direct Main Center Inc. (former paints and printing)  | 754 to 758 4 <sup>th</sup> Avenue, 195 25 <sup>th</sup> Street  | H#74 |
| 75 | Unidentified Industrial Building (former hazardous waste generator and manufacturing, open spill case)   | 207 25 <sup>th</sup> Street   | H#75 |
| 76 | Unidentified Commercial Building (former hazardous waste generator and manufacturing)  | 209 25 <sup>th</sup> Street   | H#76 |
| 77 | Dunkin’ Donuts and Baskin Robbins (former filling station and gas tanks)   | 737 to 747 4 <sup>th</sup> Avenue, 197 to 205 25 <sup>th</sup> Street                                     | H#77 |
| 78 | Unidentified Industrial Building (former printing operations)  | 750 to 752 4 <sup>th</sup> Avenue   | H#78 |
| 79 | C & H Auto Repair  | 746 4 <sup>th</sup> Avenue  | H#79 |
| 80 | Flamingo Furniture Clearance Center (former laundry, and an active tank)   | 290 to 304 24 <sup>th</sup> Street, 225 25 <sup>th</sup> Street   | H#80 |
| 81 | Unidentified Industrial Building (former door manufacturing, historical regulatory violations, and hazardous waste generator)                              | 314 24 <sup>th</sup> Street, 237 25 <sup>th</sup> Street  | H#81 |
| 82 | Apartment Building (former undertaking)  | 246 24 <sup>th</sup> Street   | H#82 |
| 83 | Pop Shop NYC Electronics (former filling station, gas tanks, and auto repair)  | 742 to 746A 4 <sup>th</sup> Avenue, 248 24 <sup>th</sup> Street   | H#83 |
| 84 | Subway Sandwiches, Focaccia, Metro PCS (former auto repair and sales, metal products manufacturing)  | 731 to 735 4 <sup>th</sup> Avenue, 250 to 258 24 <sup>th</sup> Street                                     | H#84 |
| 85 | Car Star Plus II   | 262 24 <sup>th</sup> Street   | H#85 |
| 86 | Polska Agencja Jaga-Pol Service and Apartments (former motor repair)   | 738 4 <sup>th</sup> Avenue  | H#86 |
| 87 | Southern Cross Enterprises (former metal finishing and motor repair)   | 291 24 <sup>th</sup> Street   | H#87 |
| 88 | Laundromat & Dry Cleaning, Tin Cup Café, Jupiter Service, Castillo De Jagna #3 Restaurant, Wines & Spirits, In The Cut, PLS, Western Union, and Apartments | 715 to 729 4 <sup>th</sup> Avenue, 174 to 190 23 <sup>rd</sup> Street, 247 to 271 24 <sup>th</sup> Street | H#88 |

**“High” Risk Sites Continued:**

|     |  |   |       |
|-----|--|---|-------|
| 89  | Jurek Park Slope Funeral Home Inc.   | 726 to 728 4 <sup>th</sup> Avenue                                     | H#89  |
| 90  | Iglesia Cristiana Rehoboth (former undertaker)   | 709 to 711 4 <sup>th</sup> Avenue                                     | H#90  |
| 91  | Apartment Building (former auto repair)  | 705 4 <sup>th</sup> Avenue  | H#91  |
| 92  | Vacant Lot (E designation for gasoline USTs, and historical tin shop)                                | 177 to 185 22 <sup>nd</sup> Street, 685 to 691 4 <sup>th</sup> Avenue | H#92  |
| 93  | Apartment Building (E designation for gasoline USTs)   | 683 4 <sup>th</sup> Avenue  | H#93  |
| 94  | Superior Suds III and Apartments   | 704 4 <sup>th</sup> Avenue  | H#94  |
| 95  | Leone Funeral Home, Inc.   | 694 to 696 4 <sup>th</sup> Avenue, 170 to 174 21 <sup>st</sup> Street | H#95  |
| 96  | Super Star Wholesale Store and Apartments (former manufacturing)                                     | 679 4 <sup>th</sup> Avenue  | H#96  |
| 97  | Rite – Care Pharmacy and Apartments (former manufacturing)   | 677 4 <sup>th</sup> Ave   | H#97  |
| 98  | Park Slope Auto Repairs and Used Car Sales   | 651 to 655 4 <sup>th</sup> Avenue, 179 to 183 20 <sup>th</sup> Street | H#98  |
| 99  | Munoz Auto Repair Inc.   | 199 to 201 20 <sup>th</sup> Street                                    | H#99  |
| 100 | Superior Cooling Corp.   | 193 to 197 20 <sup>th</sup> Street                                    | H#100 |
| 101 | Apartment Building (former manufacturing)  | 660 to 662 4 <sup>th</sup> Avenue                                     | H#101 |
| 102 | Meineke Car Care Center  | 645 4 <sup>th</sup> Avenue  | H#102 |
| 103 | Paul Signs (former manufacturing)  | 654 to 658 4 <sup>th</sup> Avenue, 164 to 168 19 <sup>th</sup> Street | H#103 |
| 104 | Park Slope Veterinary Center and Apartments (former filling station and blacksmith)                  | 639 to 643 4 <sup>th</sup> Avenue, 170 to 178 19 <sup>th</sup> Street | H#104 |
| 105 | Apartment Building (former undertaker)   | 648 4 <sup>th</sup> Avenue  | H#105 |
| 106 | Apartment Building (E designation for gasoline USTs, former bottling and fire department operations) | 629 to 635 4 <sup>th</sup> Avenue, 171 to 177 19 <sup>th</sup> Street | H#106 |
| 107 | Apartment Building (former manufacturing)  | 638 4 <sup>th</sup> Avenue  | H#107 |
| 108 | Rafi’s Tire Repair Shop and Apartments   | 636 4 <sup>th</sup> Avenue  | H#108 |
| 109 | Clean Rite Center (former filling station and auto repair)   | 621 to 627 4 <sup>th</sup> Avenue, 166 to 174 18 <sup>th</sup> Street | H#109 |
| 110 | Construction Site (E designation for gasoline USTs, former garage and repair)                        | 609 to 619 4 <sup>th</sup> Avenue                                     | H#110 |
| 111 | Prospect Auto Repair and Brooklyn Auto Sound & Glass   | 626 to 630 4 <sup>th</sup> Avenue                                     | H#111 |
| 112 | Benjamin Moore Paint Store   | 605 to 607 4 <sup>th</sup> Avenue                                     | H#112 |
| 113 | Apartment Building (E designation for gasoline USTs)   | 601 to 603 4 <sup>th</sup> Avenue                                     | H#113 |



**“Moderate” Risk Sites:**

|     |  |   |      |
|-----|--|---|------|
| 114 | Public School 971 School of Math, Science, and Healthy Living (former paint shop)                    | 6214 to 6224 4 <sup>th</sup> Avenue, 365 to 379 63 <sup>rd</sup> Street                                     | M#1  |
| 115 | Apartment building (active tank)   | 6101 to 6109 4 <sup>th</sup> Avenue, 402 to 404 61 <sup>st</sup> Street                                     | M#2  |
| 116 | Public School 503 School of Discovery and Exploration (US EPA air quality listing, active tanks)     | 5901 to 5925 3 <sup>rd</sup> Avenue, 314 to 360 59 <sup>th</sup> Street, 315 to 339 60 <sup>th</sup> Street | M#3  |
| 117 | La Parada II Restaurant and Apartments (former photo shop)   | 5911 4 <sup>th</sup> Avenue   | M#4  |
| 118 | Apartment Building (active tank)   | 5714 to 5724 4 <sup>th</sup> Avenue, 367 58 <sup>th</sup> Street  | M#5  |
| 119 | Apartment Building (active tank)   | 5520 4 <sup>th</sup> Avenue   | M#6  |
| 120 | Law Office and Real Estate, Alberto Barber Shop, Simple Mobile, and Apartments (former photo shop)   | 5417 4 <sup>th</sup> Avenue   | M#7  |
| 121 | Gourmet Croissant Wholesale Bakery, Wei Mei Iron Work Inc. (former metal bed & spring manufacturing) | 139 to 145 32 <sup>nd</sup> Street  | M#8  |
| 122 | Public School 172 Beacon School of Excellence (hazardous waste generator, active tank)               | 817 to 831 4 <sup>th</sup> Avenue, 168 to 178 29 <sup>th</sup> Street, 167 to 183 30 <sup>th</sup> Street,  | M#9  |
| 123 | Beer & Soda Warehouse (former auto repair and gas tanks)   | 149 to 157 29 <sup>th</sup> Street  | M#10 |
| 124 | Life Deli & Grill, and Apartments (active tank)  | 809 to 815 4 <sup>th</sup> Avenue, 167 to 171 29 <sup>th</sup> Street                                       | M#11 |
| 125 | St. Rocco Youth Center (closed in place tank)  | 783 to 791 4 <sup>th</sup> Avenue, 198 to 214 27 <sup>th</sup> Street                                       | M#12 |
| 126 | Unidentified Garage (former auto operations and active tank)   | 163 21 <sup>st</sup> Street   | M#13 |
| 127 | Al Noor School (former tank, printing and bottling)  | 657 to 675 4 <sup>th</sup> Avenue, 176 to 184 20 <sup>th</sup> Street, 173 to 189 21 <sup>st</sup> Street   | M#14 |

A Phase II Subsurface Corridor Investigation (Phase II SCI) is recommended to determine whether the 113 “High” risk sites and 14 “Moderate” risk sites have impacted the Corridor, and for waste characterization and dewatering purposes. The number of soil borings, temporary wells, as well as soil and groundwater samples, will be determined based on the depth and extent of the proposed excavation and field conditions, such as locations of utilities, presence of overhead utilities, and limited access due to scaffolding, and pedestrian or vehicular traffic. In addition, the extent of the investigation will also be determined by the proximal distances of the “High” and “Moderate” risk sites relative to each other, allowing for strategic placement of representative boring locations to address potential contamination at multiple sites. The proposed subsurface investigation scope of work should be presented in the Phase II SCI Work Plan to be submitted to the DDC for review and approval prior to implementation.

## 1.0 INTRODUCTION

### 1.1 Background Information

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., P.C. (Louis Berger) has prepared this Phase I Corridor Assessment Report (Phase I CAR) for the HWK1669A Corridor in the Gowanus, Park Slope, Park Slope South and Sunset Park sections of the Borough of Brooklyn, New York, to reasonably determine the potential for possible environmental contamination posed by properties within or adjacent to the Corridor boundaries. The approximately 1.39-mile (7,360-foot) long Corridor is comprised of the following street segments:

|   |       |
|---|-------|
| 4 <sup>th</sup> Avenue from 18 <sup>th</sup> Street to 33 <sup>rd</sup> Street                  | 3,860 |
| 4 <sup>th</sup> Avenue from 52 <sup>nd</sup> Street to 75 feet south of 65 <sup>th</sup> Street | 3,500 |

Currently, the Corridor is developed with paved roadways, sidewalk areas, and existing infrastructure systems, and exhibits evidence of utilities, such as manholes, pavement scars, utility mark-outs, and valve covers. This indicates the presence of buried utilities, including gas, sewer, water, electric, and communications. The Corridor is composed of two separate southern and northern portions, and both are primarily adjoined by street-level commercial properties with residences above and a mix of private and commercial properties. The Brooklyn Queens Expressway is located approximately 750 feet to the west of both portions of the Corridor and transects the southernmost portion of the Corridor.

The proposed construction activities for the Corridor consist of mitigating the effects of traffic and enhancing pedestrian safety by raising the existing medians and Metropolitan Transportation Authority (MTA) vents to provide a continuous and physical barrier along the Corridor, as well as the addition of street trees and planting (where feasible), benches, and wayfinding. . Repairs and replacement of combined sewer in some portions of the Corridor are also part of the proposed construction activities. Proposed depth of excavation will be determined once design plans for the improvements are finalized. Figure 1 shows the topographic location and boundary of the Corridor.

### 1.2 Scope of Work

At the request of the DDC, the scope of the assessment was limited to:

1. Conducting a reconnaissance of the Corridor and the adjoining properties;
2. Providing photographic documentation of properties within, and adjacent to the Corridor that have been categorized as final “High” or “Moderate” risk sites, or otherwise considered a potential environmental concern;



3. Conducting a review of Sanborn Fire Insurance Maps to document historical property use along and surrounding the Corridor;
4. Conducting a review of government regulatory agency databases for properties along the Corridor and adjoining sites that are listed within a 1/8-mile radius of the Corridor centerline; and,
5. Submitting to the DDC a written Phase I CAR summarizing the sites or issues identified during the assessment that are considered to be of potential environmental concern to the project, providing recommendations for additional investigation and possible corrective actions, and writing a conclusion based on observations.

**“The Phase II report file is available from the ACCO Contracts Office on a CD that is part of a purchased set of bid documents. The file will also be uploaded to NYCDDC, BID DOCUMENTS ONLINE website for contractors to download the report.”**

**JB-PAGES (2.0)**

**JOINT BID**

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**NOTICE**

**THE PAGES CONTAINED IN THIS JOINT BID (JB-PAGES) REPRESENT  
ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK  
PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY  
FACILITIES.**

JOINT BID

DATED: June 01, 2018

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1. The Contractor shall be responsible for compliance with all the provisions of the following Articles, Appendixes, Specifications, Sketches, and Scope of Work, which are hereby made a part of the original contract documents:
  - A. The "JOINT BID WITH PRIVATE UTILITY COMPANIES SPECIAL PROVISIONS" (Pages JB-1 through JB-4); and the following Utility Company SPECIALTY WORK ITEMS (contained on Pages JB-5 through JB-28):
    - Con Edison:**
      - JB 803- Line Cut by Pneumatic Tools in lieu of Saw Cut associated with Roadway Removal Operations
    - Verizon:**
      - JB402T- Horizontal and Vertical Adjustment of Telecommunications Facilities
      - JB403T- Furnish and Install Steel Protection Plates for Telecommunications Facilities
      - JB798- Modification of Non Concrete Yoke Trolley Structures Removal when Crossing Utility Facilities
      - JB799- Modification of Non Concrete Trolley Structures Removal Parallel to Utility Facilities
      - JB800- Modification of Concrete Yoke Trolley Structures Removal when Crossing Utility Facilities
      - JB801- Modification of Concrete Yoke Trolley Structures Removal Parallel to Utility Facilities
      - JB803- Line Cut by Pneumatic Tools in lieu of Saw Cut associated with Roadway Removal Operations
  - B. The Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", dated August 1, 2005, and which 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;
  - C. Private Utility Participating List (Page JB-29).
  - D. Private Utilities Scope of Work (Pages JB-30 through JB-59);
    - CONED Scope of Work (Pages JB-31 through JB-50)
    - VERIZON/ECS Scope of Work (Pages JB-51 through JB-57)
    - NATIONAL GRID Scope of Work (Pages JB-58 through JB-59); and, Test Pits (Pages JB-60 through JB-72).
  - E. Private Utility drawings (46 Sheets) consisting of:

- Drawing JB1, General Notes & Conditions (All Utilities) (1 Sheet)
- Drawing JB2 to JB17, Low Tension Mains and Service Plate (CONED) (16 Sheets)
- Drawing JB18 to JB38, Conduit and Duct Occupancy Plate (CONED) (21 Sheets)
- Drawing JB39, Special Care Plan (VERIZON/ECS) (1 Sheet)
- Drawing JB40 to JB46, Existing Facilities Plan (VERIZON/ECS) (7 Sheets)

2. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 450, pages 56, 57, and 58;  
Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The "Method of Measurement", on page 57, states that "The actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which shall be only as per the task performed."
3. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article A. Description;  
Delete the last four lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";  
Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost shall be deemed included in this item."
4. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 225, page 10, Article B. Materials;  
Delete the first sentence in its entirety, beginning with the words: "Furnish Controlled Low Strength Material fill or backfill . . .";  
Substitute the following revised sentence: "Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification."
5. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", Specification for JB 226, page 12, Article A. Description;  
Delete the last five lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";  
Substitute the following revised text: "accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of

controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost shall be deemed included in this item.”

6. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 226, page 12, Article B. Materials:  
Delete the first sentence in its entirety, beginning with the words: “Furnish controlled low strength material fill or backfill . . .”;  
Substitute the following revised sentence: “Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification.”
7. If the Contractor claims or alleges that delays were caused by a utility for failure to supply and/or provide Specialty Contractors in a timely manner, than the Contractor may bring a claim against the Utility. Neither the Contractor nor the Utility shall bring a delay claim against the City either in a Court of Law or the City’s contract dispute resolution board process; and to the extent the Contractor alleges a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a Court of Law and will not be able to seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action against each other, this legal action will be outside the jurisdiction of the City’s contract dispute resolution board process and the City shall not be a party in the litigation process.

**[NO FURTHER TEXT HERE.]**

**Notices to Bidders**

The City is bidding jointly Project ID: HWK1669A. The City has combined its Public Work, Interference Work, and Utility Work into one bid contract package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work, Interference Work, and Utility Work.

The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public Work, Interference Work, and Utility Work. The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform the Public Work, Interference Work, and Utility Work.

The Contractor agrees that its bid items and prices for the Public Work, Interference Work, and Utility Work shall include all incremental costs and/ or additional compensation for performing Public Work including: coordination of its work with the Utilities, loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, remobilization, demobilization, added cost or expense, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, "Non Cost Sharing" gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.

In the bid solicitation documents, the City has provided estimates of quantities for both Specific Public Work Items and Specific Utility Work Items. Bidders shall be required to bid a unit price on Items. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's unit prices bid shall be calculated on the City's Specific Public Work Items and estimates and the Utilities' Specific Utility Work Items and estimates.

**[NO FURTHER TEXT HERE.]**



# **CON EDISON SPECIALTY WORK ITEMS**

**JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS**

**A. Description**

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil or static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

**B. Materials** - N/A

**C. Method of Construction**

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

**D. Method of Measurement**

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)

JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)

JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

**E. Price to Cover**

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

**F. References**

1. NYS Industrial Code Rule 753

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# VERIZON/ECS SPECIALTY WORK ITEMS

## **JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF TELECOMMUNICATIONS FACILITIES**

### **A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of telecommunication facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with specifications and at the direction of the facility operator in consultation with the Resident Engineer.

### **B. Materials**

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer .

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s) PVC and Steel
3. Couplings and Adapters PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type "C" or approved equal.

Steel Pipe and fittings shall conform to ASTM A53 Schedule 40

Tile to PVC adaptors shall be as supplied American U-Tel or approved equal.

### **C. Methods of Construction**

Lengths of "wing-back" shall be determined by the facility operator in consultation with the Resident Engineer. All work performed prior to that approval shall be at the contractors risk.

Methods of construction shall include but not be limited to the following:

- 1 **Removal and Support**
  - a. Break with hand held power tools, remove and dispose of plain or reinforced concrete encasement.

- b. Break with hand held power tools, remove and dispose of conduit(s) enclosures and conduit that contain conductor(s) and/or cable(s) except steel/iron conduits, inner ducts and 1 ¼" to 1 ½" PVC "quad ducts. Breaking - "ringing and ripping" - of steel/iron conduits belonging to ECS shall be performed by ECS forces only. Contractor shall make safe the work area to accommodate the ECS forces.
- c. Support and protect exposed conduits, cables, innerduct and airpipe as shown in Sketch JB 100A-1 and approved by the facility operator in consultation with the Resident Engineer.
- d. ECS tenants cables may require inspection, testing and encapsulation before they can be shifted. Contractor shall make safe the work area to accommodate these forces. Contractor shall be notified by the facility operator of the ECS tenant requirements before the conduits are broken-out.

2. Adjust or Move Conductor(s) and/or cable(s) and support

- a. Cable shall be relocated horizontally and/or vertically as directed by the facility operator in consultation with the Resident Engineer
- b. Support and protect conductors and/or cables as shown on Sketch # JB 100 A-1 and/or as directed by the facility operator.

3. Replacement, Encasement, Protection and Support

- a. Replace vacant and loaded conduit(s) with solid and/or split conduit(s) and adapters.
  - 1) Vacant Conduit - Repairs to conduits shall not be permitted. All damaged or impaired lengths of conduit(s) shall be removed and replaced with new conduit(s). The number of vacant conduits replaced shall be confirmed by the facility operator.
  - 2) Loaded Conduit - Replacement of conduits that are removed from around existing cable(s) or innerduct shall be accomplished with split plastic (PVC) or split steel conduits as directed by the facility operator. Where split and solid plastic or steel conduit is used, the conduit(s) shall be spaced 1½ inches from each other. All split PVC shall be secured with plastic straps spaced at a maximum distance of eighteen (18") inches. Plastic conduit shall be joined with plastic couplings.
  - 3) Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).
- b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the contractor and measured for payment under Item JB 403T.
- c. Support and protect cable(s) and/or conductor(s) and conduit(s).
- d. Verify vacant conduits and provide pull ropes.

- e. Encase all exposed conduit with concrete ( $f_c = 1200$  to  $1500$  psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

#### **D. Method of Measurement**

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting conductors and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed and not restored shall be covered for payment under the appropriate bid items for Removal of Abandoned Masonry for Utility Facilities and/or Removal of Abandoned Utility Conduits.

Multiple tile duct bank with concrete protection cover is not considered concrete encasement.

Each type of utility adjustment shall be paid for separately, the types of utility adjustments are defined as follows:

JB-402T.1 Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.2 Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.2A Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R1A Existing Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R2A Existing Non-Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V1 Existing Vacant Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V1A Existing Vacant Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V2 Existing Vacant Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V2A Existing Vacant Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.J1 Existing Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J1A Existing Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2 Existing Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2A Existing Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

### **E. Price to Cover**

The unit price bid per linear foot (L.F.) of conduit shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to shift, adjust, support, protect, maintain and accommodate the integrity of utilities without disruption of service to the facility operator's customers and in accordance with contract documents. The price bid shall also include the cost of: breaking out, removal and disposal of plain or reinforced concrete encasements, replacement with field split, split and solid conduits, adapters, clamps, straps and couplings ; verify vacant conduits and provide pull ropes; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work;; and removal of sheeting around the utilities, and all else necessary and required to complete the work.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after the pipe ripping operation completed by the facility operator or specialized contractor hired by the facility operator and after conduit removal by the Contractor The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB-402T as these items cover access to the work site at all times.

### **F. References**

1. Sketches JB 100A and 100A-1
2. JB 403T
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
4. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094



**JB 403T – FURNISH AND INSTALL STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES**

**A. Description**

Under this section, the Contractor shall furnish and install as required permanent steel protection plates over telecommunications facilities where directed by the facility operator(s).

**B. Materials**

Material shall be:

1/4" thick ASTM A-36 plates. Maximum size 24" by 48".

3/8" thick ASTM A-36 plates. Maximum size 12" by 18".

Thickness to be determined by the facility operator(s)

**C. Method of Construction**

Steel protection plates shall be placed in accordance with the attached facility operator(s) standard sketch JB 403T. All protective plates shall overlap a minimum of 3".

**D. Method of Measurement**

The quantity for payment shall be the area of permanent steel plating protection furnished and installed (excluding overlap) and measured in place in Square Feet (S.F.).

JB 403T.1 – Furnish and Install 1/4" thick steel plate (S.F.)

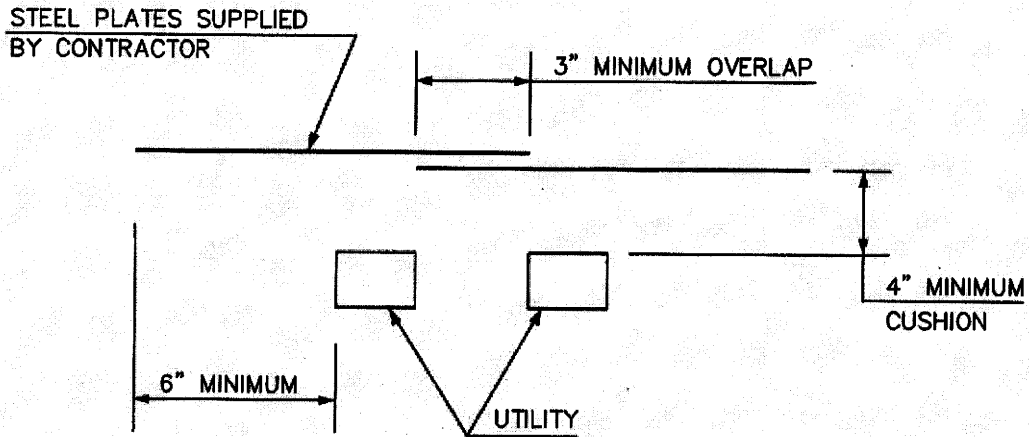
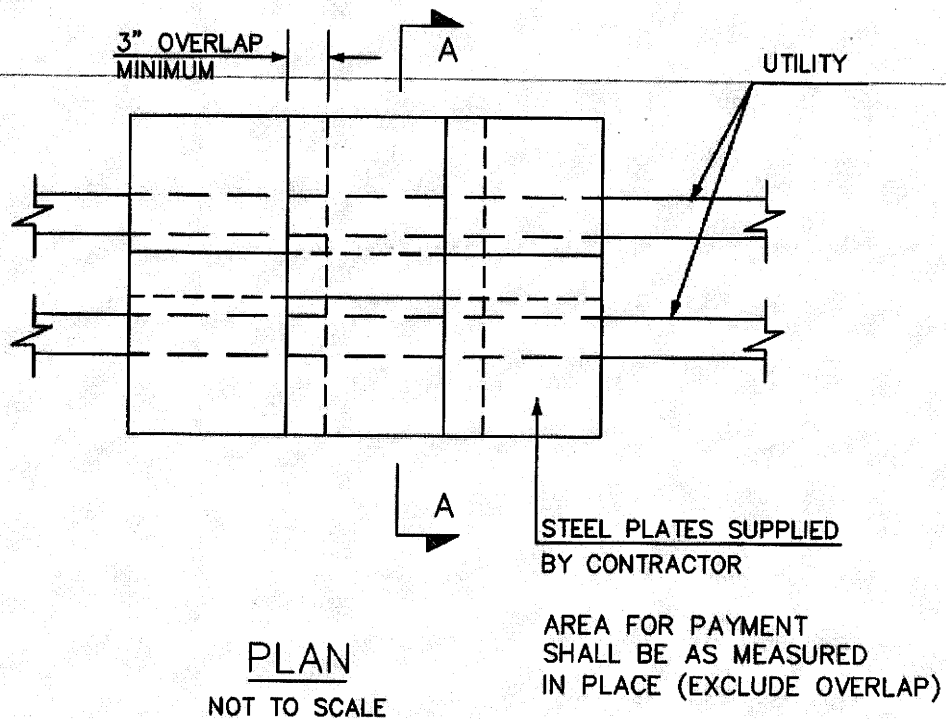
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

**E. Price to Cover**

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

**F. References**

Sketch JB 403T



**SECTION A-A**  
NOT TO SCALE

**TYPICAL PLATE SIZES:**  
 6" x 48" x 1/4"  
 12" x 48" x 1/4"  
 24" x 48" x 1/4"  
 12" x 24" x 3/8"

| REVISIONS  |
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|--|------------------------|
| J.B. SKETCH  |                        |
| PLACING STEEL<br>PROTECTION PLATES FOR<br>COMMUNICATION FACILITIES |                        |
| CONTRACT NO.   | SKETCH NO.<br>JB 403 T |

## **JB 798 - MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES**

### **A. Description**

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities;
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities;

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 798, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

### **B. Materials – N/A**

### **C. Method of Construction**

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 798, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility crossing.

#### **D. Method of Measurement**

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 798, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 24 inches to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

#### **E. Price to Cover**

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, trolley conduits and main conduit), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

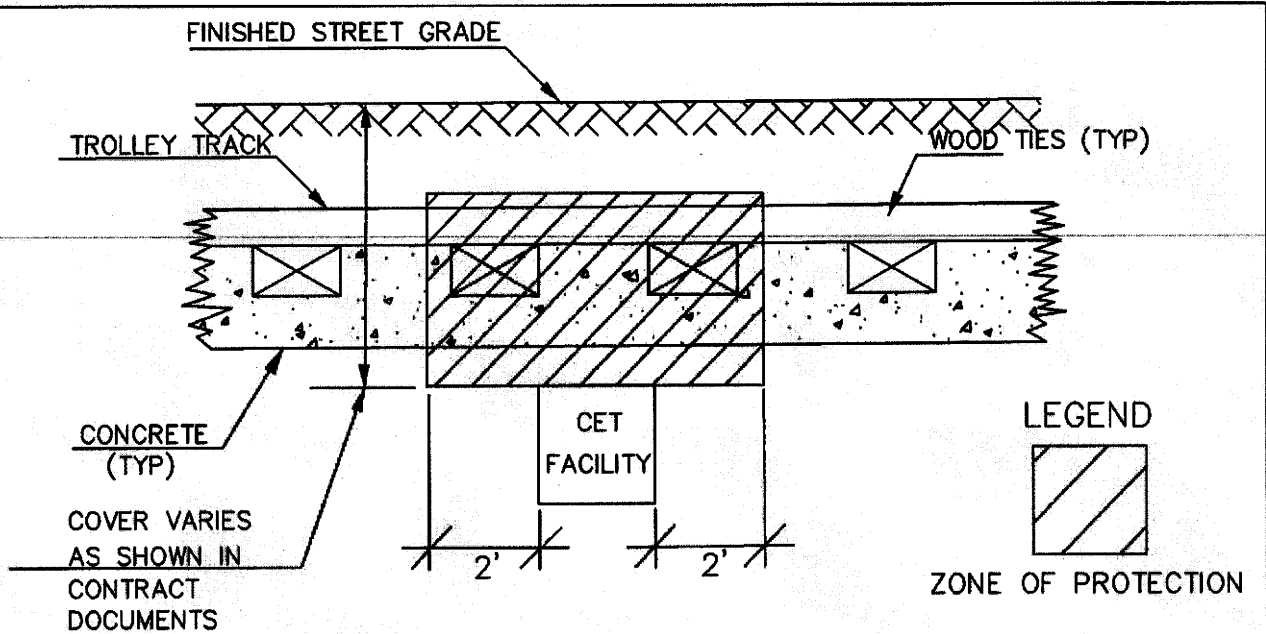
The price shall include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

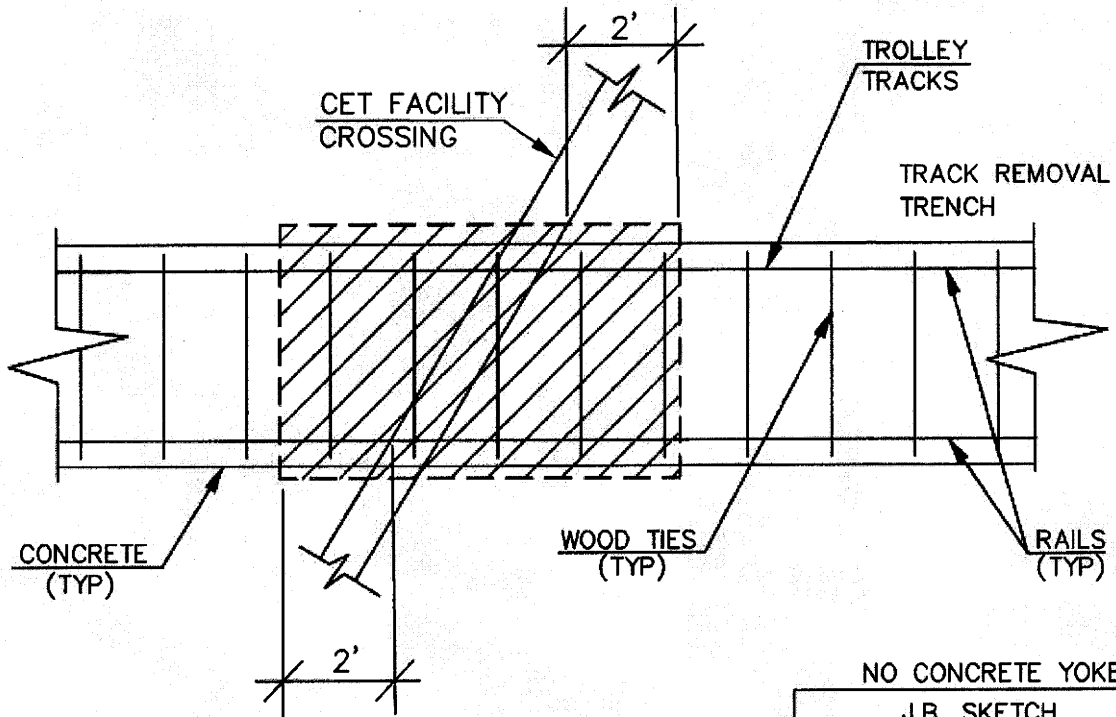
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

#### **F. References**

1. NYS Industrial Code Rule 753
2. Sketch JB 798



SECTION OF CET FACILITIES CROSSING  
TROLLEY TRACKS



PLAN OF CET FACILITIES  
CROSSING TROLLEY TRACKS

|   |                      |
|---|----------------------|
| NO CONCRETE YOKE  |                      |
| J.B. SKETCH   |                      |
| CET ACCOMODATION<br>SECTIONS CROSSING<br>TROLLEY RAILROAD<br>STRUCTURES |                      |
| REVISIONS   | CONTRACT NO.         |
| 09/13/2017  | SKETCH NO.<br>JB 798 |

## **JB 799 - MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES**

### **A. Description**

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities; and
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities.

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated on the Plans or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

### **B. Materials – N/A**

### **C. Method of Construction**

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated on the Plans or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility to the edge of the trolley structure.

#### **D. Method of Measurement**

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

#### **E. Price to Cover**

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, trolley conduits, and main conduits), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

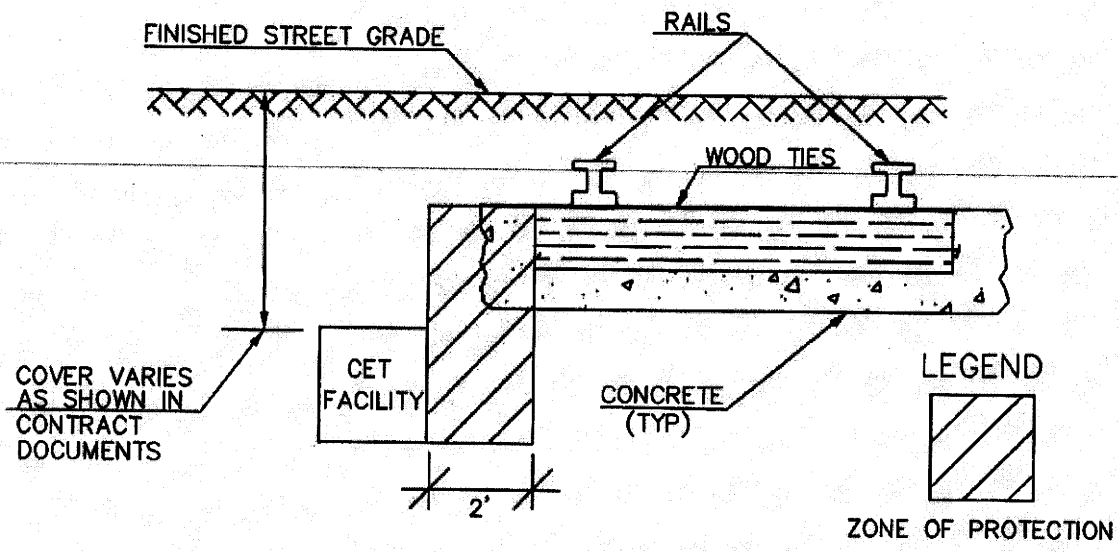
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure, and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

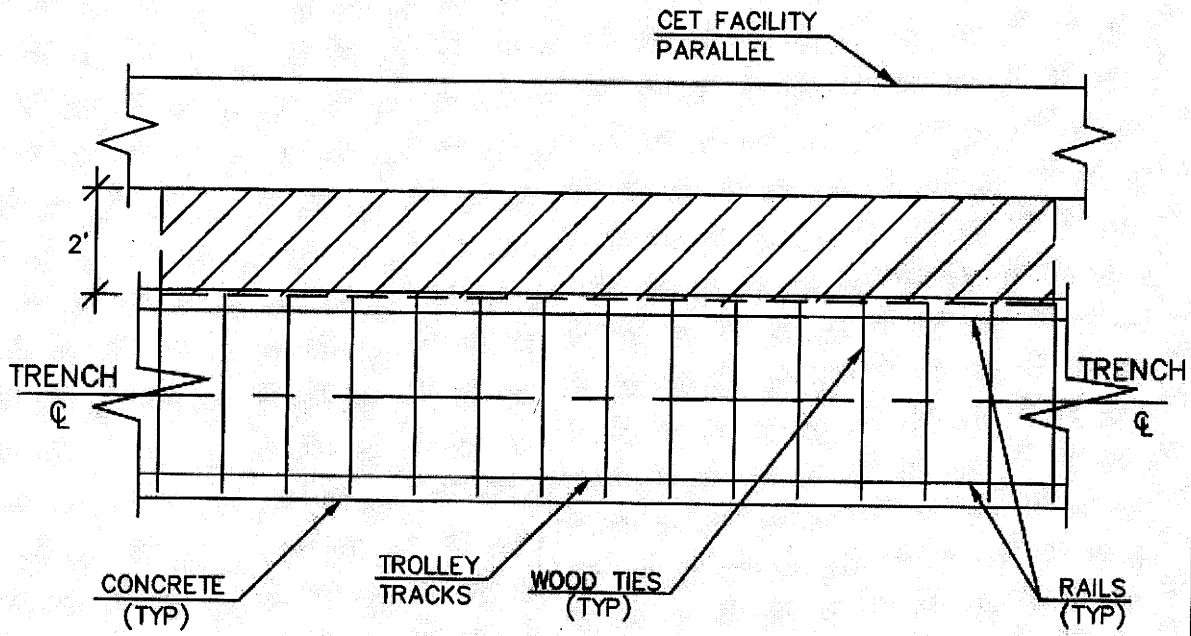
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

#### **F. References**

1. NYS Industrial Code Rule 753
2. Sketch JB 799



SECTION OF CET FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF CET FACILITIES PARALLELING TROLLEY TRACKS

NO CONCRETE YOKE

J.B. SKETCH

CET ACCOMODATION  
FACILITIES PARALLEL  
TROLLEY RAILROAD  
STRUCTURES

REVISIONS

09/13/2017

CONTRACT NO.

SKETCH NO.  
JB 799



## **JB 800 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES**

### **A. Description**

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost Sharing Gas Facilities and
7. Steam Facilities

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 800, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

### **B. Materials – N/A**

### **C. Method of Construction**

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 800, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility crossing.

#### **D. Method of Measurement**

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 800, measured along the centerline of trench. ~~The trench is defined as one track set containing two rails.~~ The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 3 feet to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

#### **E. Price to Cover**

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

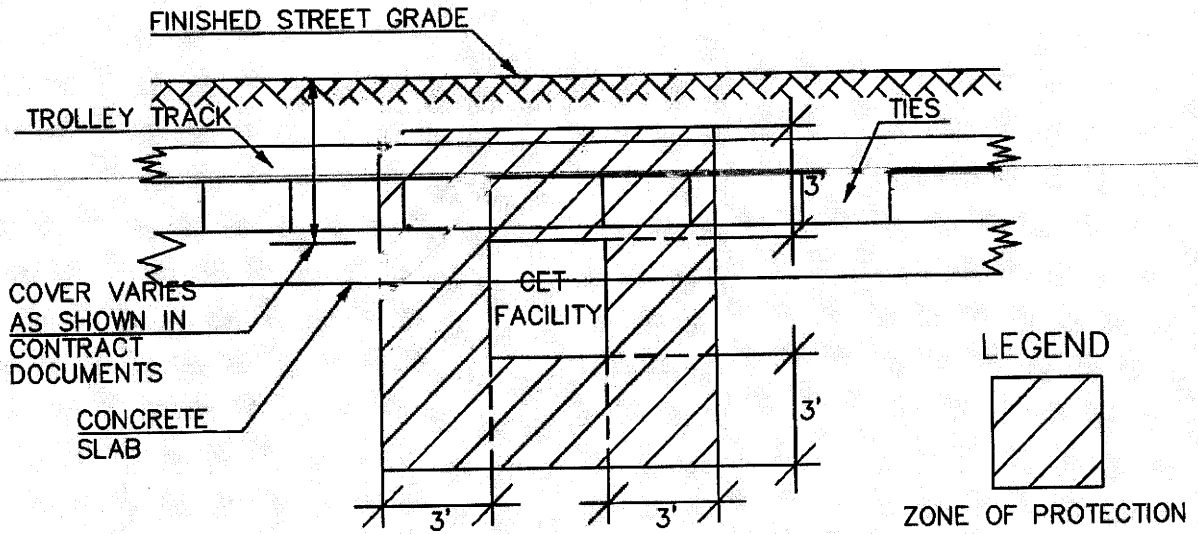
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

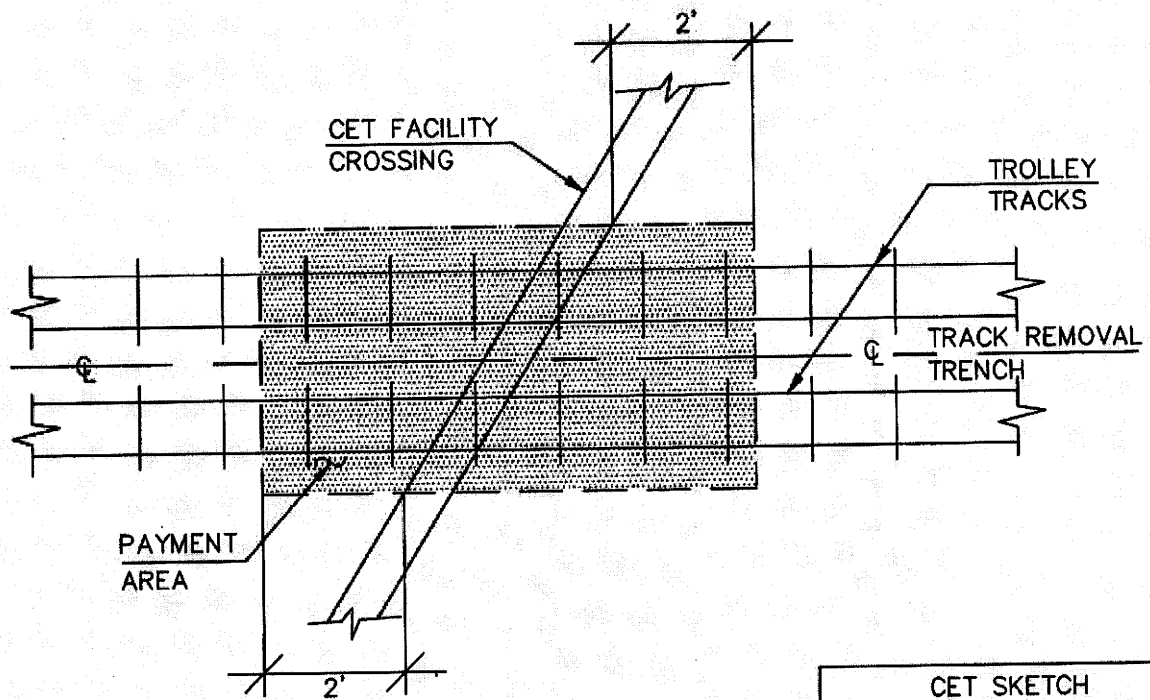
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

#### **F. References**

1. NYS Industrial Code Rule 753
2. Sketch JB 800



SECTION OF CET FACILITIES CROSSING  
TROLLEY TRACKS



PLAN OF CET FACILITIES  
CROSSING TROLLEY TRACKS

|   |                      |
|---|----------------------|
| CET SKETCH  |                      |
| CET ACCOMODATION<br>SECTIONS AT<br>TROLLEY RAILROAD<br>STRUCTURES |                      |
| REVISIONS   | CONTRACT NO.         |
| 09/13/2017  | SKETCH NO.<br>JB 800 |

## **JB 801 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES**

### **A. Description**

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost sharing gas facilities and
7. Steam facilities

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated in sketch JB 801 or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

### **B. Materials – N/A**

### **C. Method of Construction**

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated in sketch 801 or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility.

#### **D. Method of Measurement**

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

#### **E. Price to Cover**

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

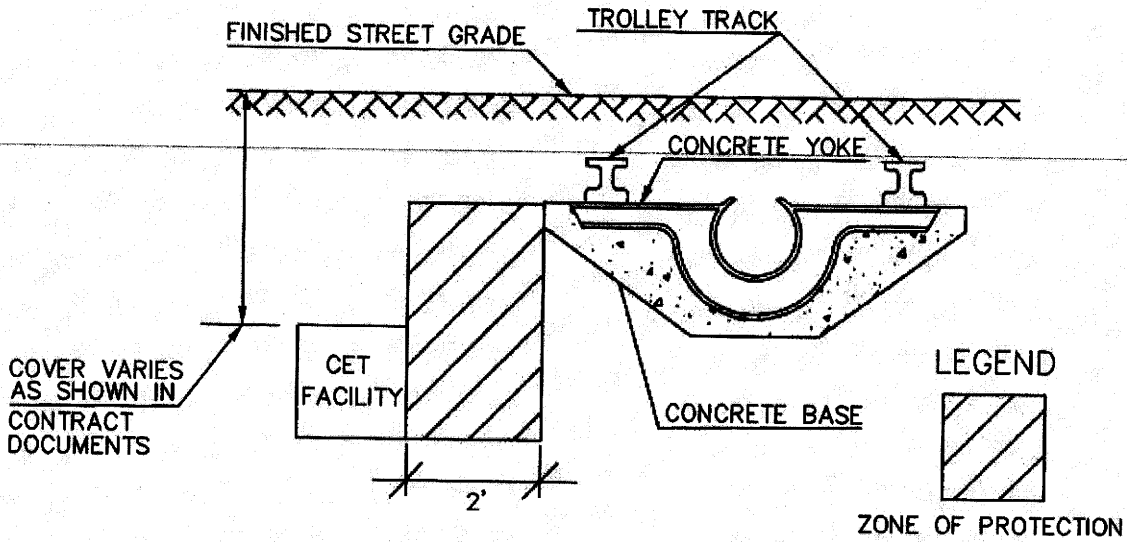
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

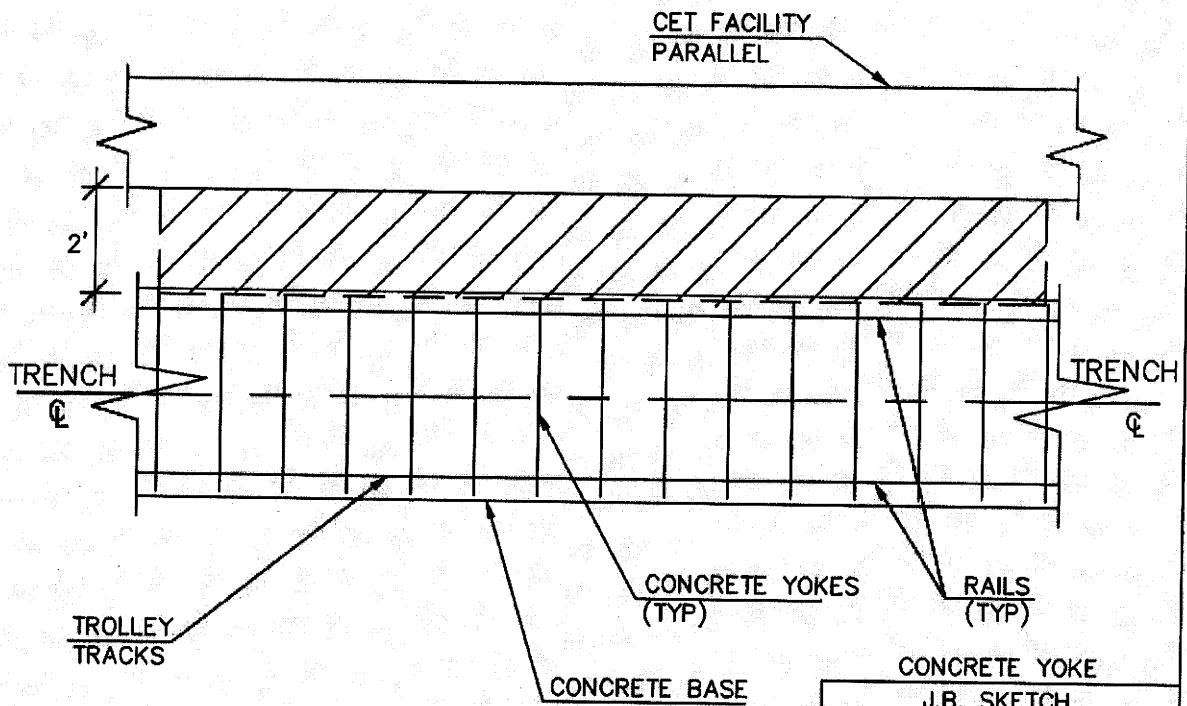
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

#### **F. References**

1. NYS Industrial Code Rule 753
2. Sketch JB 801



SECTION OF CET FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF CET FACILITIES PARALLELING TROLLEY TRACKS

|  |                   |
|--|-------------------|
| CONCRETE YOKE  |                   |
| J.B. SKETCH  |                   |
| CET ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES |                   |
| REVISIONS  |                   |
| 09/13/2017   |                   |
| CONTRACT NO.   | SKETCH NO. JB 801 |

## **JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS**

### **A. Description**

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil or static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

### **B. Materials – N/A**

### **C. Method of Construction**

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

### **D. Method of Measurement**

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)

JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)

JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

**E. Price to Cover**

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

**F. References**

1. NYS Industrial Code Rule 753



**LISTING OF COMPANIES NAME FOR THIS CONTRACT**

---

| <b><u>COMPANY NAME</u></b> | <b><u>CONTACT NAME</u></b> | <b><u>CONTACT TELEPHONE</u></b> |
|----------------------------|----------------------------|---------------------------------|
| CON EDISON                 | O'NEIL A WRIGHT            | 212-460-3870                    |
| VERIZON                    | AUBREY MAKHANLALL          | 718-977-8165                    |
| NATIONAL GRID              | NEVILLE JACOBS             | 718-963-5612                    |

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## **PRIVATE UTILITY SCOPE OF WORK**

**(NO TEXT IN THIS SECTION)**

**JOINT BID WORKSHEET**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR CONSOLIDATED EDISON COMPANY OF NEW YORK**  
**HWK1669A**  
**4TH AVENUE SAFETY IMPROVEMENTS - PHASE A**  
**BOROUGH OF BROOKLYN**

| JOINT BID ITEM NUMBER | DESCRIPTION  | UNITS | ESTIMATED QUANTITY |
|-----------------------|--|-------|--------------------|
| JB 300                | SPECIAL CARE EXCAVATION AND BACKFILING   | CY    | 15                 |
| JB 301                | SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPES   | CY    | 2,618              |
| JB 302                | FIELD COATING OF OIL-O-STATIC FEEDERS PIPES  | LF    | 1,432              |
| JB 303                | FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL  | CY    | 2,044              |
| JB 330E.2             | SUPPORT & PROTECT ELEC, GAS & STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE W/IN TRENCH LIMITS (TYPE .2) | LF    | 933                |
| JB 400                | TEST PITS FOR UTILITY FACILITIES   | CY    | 592                |
| JB 401                | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES  | CY    | 14                 |
| JB 402.1              | EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT                                     | LF    | 80                 |
| JB 403.3              | PLACING 1" THICK STEEL PROTECTION PLATES FOR UTILITY FACILITIES  | SF    | 1,170              |
| JB 450.1              | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)                      | CRHRS | 10                 |
| JB 450.2              | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)                       | CRHRS | 386                |
| JB 450.3              | CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)                      | CRHRS | 410                |
| JB 501                | REMOVAL OF ABANDONED MASONRY FOR ELEC. AND TEL. FACILITIES   | CY    | 1                  |
| JB 603E.1             | INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT  | LF    | 70                 |
| JB 636 ED             | ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)  | EA    | 3                  |
| JB 636 R              | REPAIR TO UTILITY STRUCTURES   | CY    | 3                  |
| JB 710.1              | REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES   | LF    | 70                 |

Rev-1 5/16/2018  
April 27, 2018

**JOINT BID WORKSHEET**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR CONSOLIDATED EDISON COMPANY OF NEW YORK**  
**HWK1669A**  
**4TH AVENUE SAFETY IMPROVEMENTS - PHASE A**  
**BOROUGH OF BROOKLYN**

| JOINT BID<br>ITEM NUMBER | DESCRIPTION   | UNITS | ESTIMATED<br>QUANTITY |
|--------------------------|---|-------|-----------------------|
| JB 802A                  | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK   | SF    | 84                    |
| JB 802B                  | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK   | LF    | 163                   |
| JB 803.1                 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT ROADWAY)              | LF    | 573                   |
| JB 803.2                 | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT AND CONCRETE ROADWAY) | LF    | 9,040                 |
| JB 900                   | EXTRA UTILITY WORK COSTS ALLOWANCE  | FS    | 1                     |

CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN

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JB 300

SPECIAL CARE EXCAVATION AND BACKFILING

CY

*At the following locations:*

N/S Int. of 4th Ave. and 38th St.

S/S Int. of 4th Ave. and 36th St.

N/S Int. of 4th Ave. and 24th St.

**Total Quantity for JB 300 = 15**

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April 27, 2018

JB-33

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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**JB 301**

**SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPES**

**CY**

*At the following locations:*

4th Ave. Bet. 64th St. to 63rd St.  
S/S Int. of 4th Ave. and 63rd St.  
N/S Int. of 4th Ave. and 63rd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
4th Ave. Bet. 58th St. to 57th St.  
4th Ave. Bet. 57th St. to 56th St.  
S/S Int. of 4th Ave. and 56th St.  
4th Ave. Bet. 56th St. to 55th St.  
N/S Int. of 4th Ave. and 55th St.  
4th Ave. Bet. 55th St. to 54th St.  
S/S Int. of 4th Ave. and 54th St.  
N/S Int. of 4th Ave. and 54th St.  
4th Ave. Bet. 54th St. to 53rd St.  
N/S Int. of 4th Ave. and 53rd St.  
4th Ave. Bet. 53rd St. to 54th St.  
S/S Int. of 4th Ave. and 52nd St.  
4th Ave. Bet. 52nd St. to 51st St.  
N/S Int. of 4th Ave. and 51st St.  
S/S Int. of 4th Ave. and 50th St.  
4th Ave. Bet. 51st St. to 50th St.  
4th Ave. Bet. 50th St. to 49th St.  
N/S Int. of 4th Ave. and 49th St.  
4th Ave. Bet. 49th St. to 48th St.  
S/S Int. of 4th Ave. and 48th St.  
4th Ave. Bet. 48th St. to 47th St.  
N/S Int. of 4th Ave. and 47th St.  
4th Ave. Bet. 47th St. to 46th St.  
S/S Int. of 4th Ave. and 46th St.  
4th Ave. Bet. 44th St. to 43rd St.  
N/S Int. of 4th Ave. and 43rd St.  
4th Ave. Bet. 43rd St. to 42nd St.  
S/S Int. of 4th Ave. and 42nd St.  
4th Ave. Bet. 42nd St. to 41st St.  
N/S Int. of 4th Ave. and 41st St.

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*Rev-1 5/16/2018*  
April 27, 2018

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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4th Ave. Bet. 41st St. to 40th St.  
S/S Int. of 4th Ave. and 40th St.  
4th Ave. Bet. 40th St. to 39th St.  
S/S Int. of 4th Ave. and 39th St.  
S/S Int. of 4th Ave. and 37th St.  
S/S Int. of 4th Ave. and 36th St.  
N/S Int. of 4th Ave. and 35th St.  
N/S Int. of 4th Ave. and 34th St.  
4th Ave. Bet. 34th St. to 33rd St.  
S/S Int. of 4th Ave. and 33rd St.  
4th Ave. Bet. 33rd St. to 32nd St.  
S/S Int. of 4th Ave. and 32nd St.  
N/S Int. of 4th Ave. and 32nd St.  
4th Ave. Bet. 32nd St. to 31st St.  
S/S Int. of 4th Ave. and 31st St.  
4th Ave. Bet. 31st St. to 30th St.  
S/S Int. of 4th Ave. and 30th St.  
N/S Int. of 4th Ave. and 30th St.  
4th Ave. Bet. 30th St. to 29th St.  
S/S Int. of 4th Ave. and 29th St.  
N/S Int. of 4th Ave. and 29th St.  
4th Ave. Bet. 29th St. to 28th St.  
S/S Int. of 4th Ave. and 28th St.  
N/S Int. of 4th Ave. and 28th St.  
4th Ave. Bet. 28th St. to 27th St.  
S/S Int. of 4th Ave. and 27th St.  
4th Ave. Bet. 27th St. to 26th St.  
S/S Int. of 4th Ave. and 26th St.  
N/S Int. of 4th Ave. and 26th St.  
4th Ave. Bet. 26th St. to 25th St.  
S/S Int. of 4th Ave. and 25th St.  
4th Ave. Bet. 25th St. to 24th St.  
Opp. #746 4th Ave. (Median) 24th St.  
4th Ave. Bet. 23rd St. to 22nd St.  
N/S Int. of 4th Ave. and 22nd St.  
4th Ave. Bet. 22nd St. to 21st St.  
S/S Int. of 4th Ave. and 21st St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

---

N/S Int. of 4th Ave. and 21st St.  
4th Ave. Bet. 21st St. to 20th St.  
S/S Int. of 4th Ave. and 20th St.  
4th Ave. Bet. 20th St. to 19th St.  
N/S Int. of 4th Ave. and 18th St.  
4th Ave. Bet. 18th St. to 17th St.  
S/S Int. of 4th Ave. and 17th St.  
4th Ave. Bet. 17th St. to Prospect Ave.  
S/S Int. of 4th Ave. and Prospect Ave.  
N/S Int. of 4th Ave. and 15th St.  
4th Ave. Bet. 15th St. to 14th St.  
S/S Int. of 4th Ave. and 14th St.  
N/S Int. of 4th Ave. and 14th St.  
4th Ave. Bet. 14th St. to 13th St.  
S/S Int. of 4th Ave. and 13th St.  
N/S Int. of 4th Ave. and 13th St.  
4th Ave. Bet. 13th St. to 12th St.  
S/S Int. of 4th Ave. and 12th St.  
4th Ave. Bet. 12th St. to 11th St.  
N/S Int. of 4th Ave. and 11th St.  
4th Ave. Bet. 11th St. to 10th St.  
S/S Int. of 4th Ave. and 10th St.  
4th Ave. Bet. 10th St. to 9th St.  
N/S Int. of 4th Ave. and 9th St.  
4th Ave. Bet. 9th St. to 8th St.  
S/S Int. of 4th Ave. and 8th St.  
4th Ave. Bet. 19th St. to 18th St.  
4th Ave. Bet. 20th St. to 19th St.

**AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE**

**Total Quantity for JB 301 = 2,618**



**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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**JB 302**

**FIELD COATING OF OIL-O-STATIC FEEDERS PIPES**

**LF**

*At the following locations:*

4th Ave. Bet. 64th St. to 63rd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
S/S Int. of 4th Ave. and 62nd St.  
N/S Int. of 4th Ave. and 61st St.  
4th Ave. Bet. 61st St. to 60th St.  
Opp. #5802 4th Ave. (Median) 58th St.  
S/S Int. of 4th Ave. and 58th St.  
N/S Int. of 4th Ave. and 38th St.  
4th Ave. Bet. 38th St. to 37th St.  
S/S Int. of 4th Ave. and 35th St.  
Opp. #246 4th Ave. (Median) 24th St.  
S/S Int. of 4th Ave. and 24th St.  
N/S Int. of 4th Ave. and 24th St.  
4th Ave. Bet. Prospect Ave. to 16th St.  
4th Ave. Bet. 16th St. to 15th St.

**AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE**

**Total Quantity for JB 302 = 1,432**

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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**JB 303**

**FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL**

**CY**

*At the following locations:*

4th Ave. Bet. 64th St. to 63rd St.  
S/S Int. of 4th Ave. and 63rd St.  
N/S Int. of 4th Ave. and 63rd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
S/S Int. of 4th Ave. and 62nd St.  
N/S Int. of 4th Ave. and 61st St.  
4th Ave. Bet. 61st St. to 60th St.  
Opp. #5802 4th Ave. (Median) 58th St.  
S/S Int. of 4th Ave. and 58th St.  
4th Ave. Bet. 58th St. to 57th St.  
4th Ave. Bet. 57th St. to 56th St.  
S/S Int. of 4th Ave. and 56th St.  
4th Ave. Bet. 56th St. to 55th St.  
N/S Int. of 4th Ave. and 55th St.  
4th Ave. Bet. 55th St. to 54th St.  
S/S Int. of 4th Ave. and 54th St.  
N/S Int. of 4th Ave. and 54th St.  
4th Ave. Bet. 54th St. to 53rd St.  
N/S Int. of 4th Ave. and 53rd St.  
4th Ave. Bet. 53rd St. to 54th St.  
S/S Int. of 4th Ave. and 52nd St.  
4th Ave. Bet. 52nd St. to 51st St.  
N/S Int. of 4th Ave. and 51st St.  
S/S Int. of 4th Ave. and 50th St.  
4th Ave. Bet. 51st St. to 50th St.  
4th Ave. Bet. 50th St. to 49th St.  
N/S Int. of 4th Ave. and 49th St.  
4th Ave. Bet. 49th St. to 48th St.  
S/S Int. of 4th Ave. and 48th St.  
4th Ave. Bet. 48th St. to 47th St.  
N/S Int. of 4th Ave. and 47th St.  
4th Ave. Bet. 47th St. to 46th St.  
S/S Int. of 4th Ave. and 46th St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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4th Ave. Bet. 44th St. to 43rd St.  
N/S Int. of 4th Ave. and 43rd St.  
4th Ave. Bet. 43rd St. to 42nd St.  
S/S Int. of 4th Ave. and 42nd St.  
4th Ave. Bet. 42nd St. to 41st St.  
N/S Int. of 4th Ave. and 41st St.  
4th Ave. Bet. 41st St. to 40th St.  
S/S Int. of 4th Ave. and 40th St.  
4th Ave. Bet. 40th St. to 39th St.  
S/S Int. of 4th Ave. and 39th St.  
N/S Int. of 4th Ave. and 38th St.  
4th Ave. Bet. 38th St. to 37th St.  
S/S Int. of 4th Ave. and 37th St.  
S/S Int. of 4th Ave. and 36th St.  
S/S Int. of 4th Ave. and 35th St.  
N/S Int. of 4th Ave. and 35th St.  
N/S Int. of 4th Ave. and 34th St.  
4th Ave. Bet. 34th St. to 33rd St.  
S/S Int. of 4th Ave. and 33rd St.  
4th Ave. Bet. 33rd St. to 32nd St.  
S/S Int. of 4th Ave. and 32nd St.  
N/S Int. of 4th Ave. and 32nd St.  
4th Ave. Bet. 32nd St. to 31st St.  
S/S Int. of 4th Ave. and 31st St.  
4th Ave. Bet. 31st St. to 30th St.  
S/S Int. of 4th Ave. and 30th St.  
N/S Int. of 4th Ave. and 30th St.  
4th Ave. Bet. 30th St. to 29th St.  
S/S Int. of 4th Ave. and 29th St.  
N/S Int. of 4th Ave. and 29th St.  
4th Ave. Bet. 29th St. to 28th St.  
S/S Int. of 4th Ave. and 28th St.  
N/S Int. of 4th Ave. and 28th St.  
4th Ave. Bet. 28th St. to 27th St.  
S/S Int. of 4th Ave. and 27th St.  
4th Ave. Bet. 27th St. to 26th St.  
S/S Int. of 4th Ave. and 26th St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
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N/S Int. of 4th Ave. and 26th St.  
4th Ave. Bet. 26th St. to 25th St.  
S/S Int. of 4th Ave. and 25th St.  
4th Ave. Bet. 25th St. to 24th St.  
Opp. #246 4th Ave. (Median) 24th St.  
S/S Int. of 4th Ave. and 24th St.  
N/S Int. of 4th Ave. and 24th St.  
4th Ave. Bet. 23rd St. to 22nd St.  
N/S Int. of 4th Ave. and 22nd St.  
4th Ave. Bet. 22nd St. to 21st St.  
S/S Int. of 4th Ave. and 21st St.  
N/S Int. of 4th Ave. and 21st St.  
4th Ave. Bet. 21st St. to 20th St.  
S/S Int. of 4th Ave. and 20th St.  
4th Ave. Bet. 20th St. to 19th St.  
N/S Int. of 4th Ave. and 18th St.  
4th Ave. Bet. 18th St. to 17th St.  
S/S Int. of 4th Ave. and 17th St.  
4th Ave. Bet. 17th St. to Prospect Ave.  
S/S Int. of 4th Ave. and Prospect Ave.  
4th Ave. Bet. Prospect Ave. to 16th St.  
4th Ave. Bet. 16th St. to 15th St.  
N/S Int. of 4th Ave. and 15th St.  
4th Ave. Bet. 15th St. to 14th St.  
S/S Int. of 4th Ave. and 14th St.  
N/S Int. of 4th Ave. and 14th St.  
4th Ave. Bet. 14th St. to 13th St.  
S/S Int. of 4th Ave. and 13th St.  
N/S Int. of 4th Ave. and 13th St.  
4th Ave. Bet. 13th St. to 12th St.  
S/S Int. of 4th Ave. and 12th St.  
4th Ave. Bet. 12th St. to 11th St.  
N/S Int. of 4th Ave. and 11th St.  
4th Ave. Bet. 11th St. to 10th St.  
S/S Int. of 4th Ave. and 10th St.  
4th Ave. Bet. 10th St. to 9th St.  
N/S Int. of 4th Ave. and 9th St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
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4th Ave. Bet. 9th St. to 8th St.  
S/S Int. of 4th Ave. and 8th St.  
4th Ave. Bet. 19th St. to 18th St.  
4th Ave. Bet. 20th St. to 19th St.

**Total Quantity for JB 303 = 2,044**

**JB 330E.2      SUPPORT & PROTECT ELEC, GAS & STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH      LF**  
**WHEN FACILITIES LIE W/IN TRENCH LIMITS (TYPE .2)**

*At the following locations:*

4th Ave. Bet. 64th St. to 63rd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
S/S Int. of 4th Ave. and 62nd St.  
N/S Int. of 4th Ave. and 61st St.  
4th Ave. Bet. 61st St. to 60th St.  
Opp. #5802 4th Ave. (Median) 58th St.  
S/S Int. of 4th Ave. and 58th St.  
N/S Int. of 4th Ave. and 38th St.  
4th Ave. Bet. 38th St. to 37th St.  
S/S Int. of 4th Ave. and 35th St.  
Opp. #246 4th Ave. (Median) 24th St.  
S/S Int. of 4th Ave. and 24th St.  
N/S Int. of 4th Ave. and 24th St.  
N/S Int. of 4th Ave. and 24th St.  
4th Ave. Bet. Prospect Ave. to 16th St.  
4th Ave. Bet. 16th St. to 15th St.

**Total Quantity for JB 330E.2 = 933**

**JB 400      TEST PITS FOR UTILITY FACILITIES      CY**

*At the following locations:*

Various

**Total Quantity for JB 400 = 592**

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
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|-----------------|--|--------------|
| <b>JB 401</b>   | <b>TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES</b><br><i>At the following locations:</i><br>S/S Int. of 4th Ave. and 39th St.<br>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE<br><b>Total Quantity for JB 401 = 14</b>   | <b>CY</b>    |
| <b>JB 402.1</b> | <b>EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT</b><br><i>At the following locations:</i><br>S/S Int. of 4th Ave. and 39th St.<br>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE<br><b>Total Quantity for JB 402.1 = 80</b>  | <b>LF</b>    |
| <b>JB 403.3</b> | <b>PLACING 1" THICK STEEL PROTECTION PLATES FOR UTILITY FACILITIES</b><br><i>At the following locations:</i><br>4th Ave. Bet. 64th St. to 63rd St.<br>N/S Int. of 4th Ave. and 63rd St.<br>4th Ave. Bet. 52nd St. to 51st St.<br>N/S Int. of 4th Ave. and 38th St.<br>S/S Int. of 4th Ave. and 35th St.<br>S/S Int. of 4th Ave. and 27th St.<br>S/S Int. of 4th Ave. and 14th St.<br>N/S Int. of 4th Ave. and 14th St.<br>S/S Int. of 4th Ave. and 8th St.<br>4th Ave. Bet. 63rd St. to 62nd St.<br><b>Total Quantity for JB 403.3 = 1,170</b> | <b>SF</b>    |
| <b>JB 450.1</b> | <b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)</b><br><i>At the following locations:</i><br>Various<br><b>Total Quantity for JB 450.1 = 10</b>   | <b>CRHRS</b> |

**CON EDISON JOINT BIDDING SCOPE OF WORK  
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|                  |  |              |
|------------------|--|--------------|
| <b>JB 450.2</b>  | <b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)</b>  | <b>CRHRS</b> |
|                  | <i>At the following locations:</i>   |              |
|                  | Various  |              |
|                  | <b>Total Quantity for JB 450.2 = 386</b>   |              |
| <b>JB 450.3</b>  | <b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)</b> | <b>CRHRS</b> |
|                  | <i>At the following locations:</i>   |              |
|                  | Various  |              |
|                  | <b>Total Quantity for JB 450.3 = 410</b>   |              |
| <b>JB 501</b>    | <b>REMOVAL OF ABANDONED MASONRY FOR ELEC. AND TEL. FACILITIES</b>  | <b>CY</b>    |
|                  | <i>At the following locations:</i>   |              |
|                  | S/S Int. of 4th Ave. and 39th St.  |              |
|                  | AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE   |              |
|                  | <b>Total Quantity for JB 501 = 1</b>   |              |
| <b>JB 603E.1</b> | <b>INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT</b>                               | <b>LF</b>    |
|                  | <i>At the following locations:</i>   |              |
|                  | N/S Int. of 4th Ave. and 33rd St.  |              |
|                  | N/S Int. of 4th Ave. and 32nd St.  |              |
|                  | N/S Int. of 4th Ave. and 31st St.  |              |
|                  | N/S Int. of 4th Ave. and 30th St.  |              |
|                  | N/S Int. of 4th Ave. and 29th St.  |              |
|                  | N/S Int. of 4th Ave. and 28th St.  |              |
|                  | N/S Int. of 4th Ave. and 27th St.  |              |
|                  | <b>Total Quantity for JB 603E.1 = 70</b>   |              |

**CON EDISON JOINT BIDDING SCOPE OF WORK  
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4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
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**JB 636 ED      ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)      EA**

*At the following locations:*

Opp. #746 4th Ave. (Median) 24th St.

Opp. #544 4th Ave. (Median) 15th St.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for JB 636 ED      =      3**

**JB 636 R      REPAIR TO UTILITY STRUCTURES      CY**

*At the following locations:*

Various

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for JB 636 R      =      3**

**JB 710.1      REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES      LF**

*At the following locations:*

N/S Int. of 4th Ave. and 33rd St.

N/S Int. of 4th Ave. and 32nd St.

N/S Int. of 4th Ave. and 31st St.

N/S Int. of 4th Ave. and 30th St.

N/S Int. of 4th Ave. and 29th St.

N/S Int. of 4th Ave. and 28th St.

N/S Int. of 4th Ave. and 27th St.

**Total Quantity for JB 710.1      =      70**

**JB 802A      SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK      SF**

*At the following locations:*

S/S Int. of 4th Ave. and 14th St.

S/S Int. of 4th Ave. and 12th St.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for JB 802A      =      84**



**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
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BOROUGH OF BROOKLYN**

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**JB 802B**

**SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK**

**LF**

*At the following locations:*

S/S Int. of 4th Ave. and 39th St.  
N/S Int. of 4th Ave. and 38th St.  
S/S Int. of 4th Ave. and 37th St.  
S/S Int. of 4th Ave. and 36th St.  
N/S Int. of 4th Ave. and 33rd St.  
N/S Int. of 4th Ave. and 32nd St.  
N/S Int. of 4th Ave. and 32nd St.  
N/S Int. of 4th Ave. and 31st St.  
N/S Int. of 4th Ave. and 30th St.  
N/S Int. of 4th Ave. and 29th St.  
N/S Int. of 4th Ave. and 28th St.  
N/S Int. of 4th Ave. and 27th St.  
S/S Int. of 4th Ave. and 25th St.  
S/S Int. of 4th Ave. and 23rd St.  
S/S Int. of 4th Ave. and 21st St.  
S/S Int. of 4th Ave. and 17th St.  
S/S Int. of 4th Ave. and 16th St.  
S/S Int. of 4th Ave. and 14th St.  
N/S Int. of 4th Ave. and 14th St.  
S/S Int. of 4th Ave. and 12th St.  
4th Ave. Bet. 9th St. to 8th St.

**AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE**

**Total Quantity for JB 802B = 163**

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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**JB 803.1**      **LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL**      **LF**  
**(LINE CUT ASPHALT ROADWAY)**

*At the following locations:*

4th Ave. Bet. 60th St. to 59th St.  
S/S Int. of 4th Ave. and 59th St.  
N/S Int. of 4th Ave. and 59th St.  
4th Ave. Bet. 59th St. to 58th St.  
4th Ave. Bet. 46th St. to 45th St.  
N/S Int. of 4th Ave. and 25th St.  
N/S Int. of 4th Ave. and 17th St.  
S/S Int. of 4th Ave. and 16th St.

**Total Quantity for JB 803.1      =      573**

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
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4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

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**JB 803.2**

**LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL  
(LINE CUT ASPHALT AND CONCRETE ROADWAY)**

**LF**

*At the following locations:*

4th Ave. Bet. 64th St. to 63rd St.  
S/S Int. of 4th Ave. and 63rd St.  
N/S Int. of 4th Ave. and 63rd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
4th Ave. Bet. 63rd St. to 62nd St.  
S/S Int. of 4th Ave. and 62nd St.  
N/S Int. of 4th Ave. and 61st St.  
4th Ave. Bet. 61st St. to 60th St.  
Opp. #5802 4th Ave. (Median) 58th St.  
S/S Int. of 4th Ave. and 58th St.  
4th Ave. Bet. 58th St. to 57th St.  
N/S Int. of 4th Ave. and 57th St.  
4th Ave. Bet. 57th St. to 56th St.  
S/S Int. of 4th Ave. and 56th St.  
4th Ave. Bet. 56th St. to 55th St.  
N/S Int. of 4th Ave. and 55th St.  
4th Ave. Bet. 55th St. to 54th St.  
S/S Int. of 4th Ave. and 54th St.  
N/S Int. of 4th Ave. and 54th St.  
4th Ave. Bet. 54th St. to 53rd St.  
N/S Int. of 4th Ave. and 53rd St.  
4th Ave. Bet. 53rd St. to 54th St.  
S/S Int. of 4th Ave. and 52nd St.  
4th Ave. Bet. 52nd St. to 51st St.  
N/S Int. of 4th Ave. and 51st St.  
S/S Int. of 4th Ave. and 50th St.  
4th Ave. Bet. 51st St. to 50th St.  
4th Ave. Bet. 50th St. to 49th St.  
N/S Int. of 4th Ave. and 49th St.  
4th Ave. Bet. 49th St. to 48th St.  
S/S Int. of 4th Ave. and 48th St.  
4th Ave. Bet. 48th St. to 47th St.  
N/S Int. of 4th Ave. and 47th St.  
4th Ave. Bet. 47th St. to 46th St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
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S/S Int. of 4th Ave. and 46th St.  
4th Ave. Bet. 44th St. to 43rd St.  
N/S Int. of 4th Ave. and 43rd St.  
4th Ave. Bet. 43rd St. to 42nd St.  
S/S Int. of 4th Ave. and 42nd St.  
4th Ave. Bet. 42nd St. to 41st St.  
N/S Int. of 4th Ave. and 41st St.  
4th Ave. Bet. 41st St. to 40th St.  
S/S Int. of 4th Ave. and 40th St.  
4th Ave. Bet. 40th St. to 39th St.  
S/S Int. of 4th Ave. and 39th St.  
N/S Int. of 4th Ave. and 38th St.  
4th Ave. Bet. 38th St. to 37th St.  
S/S Int. of 4th Ave. and 37th St.  
S/S Int. of 4th Ave. and 36th St.  
S/S Int. of 4th Ave. and 35th St.  
N/S Int. of 4th Ave. and 35th St.  
N/S Int. of 4th Ave. and 34th St.  
4th Ave. Bet. 34th St. to 33rd St.  
S/S Int. of 4th Ave. and 33rd St.  
4th Ave. Bet. 33rd St. to 32nd St.  
S/S Int. of 4th Ave. and 32nd St.  
N/S Int. of 4th Ave. and 32nd St.  
4th Ave. Bet. 32nd St. to 31st St.  
S/S Int. of 4th Ave. and 31st St.  
4th Ave. Bet. 31st St. to 30th St.  
S/S Int. of 4th Ave. and 30th St.  
N/S Int. of 4th Ave. and 30th St.  
4th Ave. Bet. 30th St. to 29th St.  
S/S Int. of 4th Ave. and 29th St.  
N/S Int. of 4th Ave. and 29th St.  
4th Ave. Bet. 29th St. to 28th St.  
S/S Int. of 4th Ave. and 28th St.  
N/S Int. of 4th Ave. and 28th St.  
4th Ave. Bet. 28th St. to 27th St.  
S/S Int. of 4th Ave. and 27th St.  
4th Ave. Bet. 27th St. to 26th St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
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4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
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S/S Int. of 4th Ave. and 26th St.  
N/S Int. of 4th Ave. and 26th St.  
4th Ave. Bet. 26th St. to 25th St.  
S/S Int. of 4th Ave. and 25th St.  
4th Ave. Bet. 25th St. to 24th St.  
Opp. #746 4th Ave. (Median) 24th St.  
Opp. #246 4th Ave. (Median) 24th St.  
S/S Int. of 4th Ave. and 24th St.  
N/S Int. of 4th Ave. and 24th St.  
4th Ave. Bet. 23rd St. to 22nd St.  
N/S Int. of 4th Ave. and 22nd St.  
4th Ave. Bet. 22nd St. to 21st St.  
S/S Int. of 4th Ave. and 21st St.  
N/S Int. of 4th Ave. and 21st St.  
4th Ave. Bet. 21st St. to 20th St.  
S/S Int. of 4th Ave. and 20th St.  
4th Ave. Bet. 20th St. to 19th St.  
N/S Int. of 4th Ave. and 18th St.  
4th Ave. Bet. 18th St. to 17th St.  
S/S Int. of 4th Ave. and 17th St.  
4th Ave. Bet. 17th St. to Prospect Ave.  
S/S Int. of 4th Ave. and Prospect Ave.  
4th Ave. Bet. Prospect Ave. to 16th St.  
4th Ave. Bet. 16th St. to 15th St.  
N/S Int. of 4th Ave. and 15th St.  
4th Ave. Bet. 15th St. to 14th St.  
S/S Int. of 4th Ave. and 14th St.  
N/S Int. of 4th Ave. and 14th St.  
4th Ave. Bet. 14th St. to 13th St.  
S/S Int. of 4th Ave. and 13th St.  
N/S Int. of 4th Ave. and 13th St.  
4th Ave. Bet. 13th St. to 12th St.  
S/S Int. of 4th Ave. and 12th St.  
4th Ave. Bet. 12th St. to 11th St.  
N/S Int. of 4th Ave. and 11th St.  
4th Ave. Bet. 11th St. to 10th St.  
S/S Int. of 4th Ave. and 10th St.

**CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK1669A  
4TH AVENUE SAFETY IMPROVEMENTS - PHASE A  
BOROUGH OF BROOKLYN**

---

4th Ave. Bet. 10th St. to 9th St.  
N/S Int. of 4th Ave. and 9th St.  
4th Ave. Bet. 9th St. to 8th St.  
S/S Int. of 4th Ave. and 8th St.  
4th Ave. Bet. 19th St. to 18th St.  
4th Ave. Bet. 20th St. to 19th St.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for JB 803.2 = 9,040**

**JB 900**

**EXTRA UTILITY WORK COSTS ALLOWANCE**

**FS**

*At the following locations:*

Various

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

**Total Quantity for JB 900 = 1**

**JOINT BID WORKSHEET**  
**HWK1669A - 4TH AVENUE SAFETY IMPROVEMENTS**

**PHASE A**

**BOROUGH OF BROOKLYN**

**FOR INFORMATION ONLY**

**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**

**FOR VERIZON**

| <b>JOINT BID<br/>ITEM<br/>NUMBER</b> | <b>DESCRIPTION</b>   | <b>Unit of<br/>Measure</b> | <b>Estimated<br/>Quantity</b> |
|--------------------------------------|--|----------------------------|-------------------------------|
| JB 300                               | SPECIAL CARE EXCAVATION & BACKFILLING  | C.Y.                       | 21                            |
| JB 330T1                             | SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH | L.F.                       | 165                           |
| JB 400                               | TEST PITS FOR UTILITY FACILITIES   | C.Y.                       | 20                            |
| JB 401                               | TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES  | C.Y.                       | 44                            |
| JB 401AT                             | SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT   | C.Y.                       | 10                            |
| JB 402T.2                            | EXISTING OCCUPIED NON-CONCRETE ENCASED NON-STEEL/IRON TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT  | L.F.                       | 100                           |
| JB 402T.2A                           | EXISTING OCCUPIED NON-CONCRETE ENCASED NON-STEEL/IRON TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT   | L.F.                       | 280                           |
| JB 402T.V2A                          | EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH  | L.F.                       | 100                           |
| JB 403T.2                            | FURNISH AND INSTALL 3/8" STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES   | S.F.                       | 100                           |
| JB 500                               | REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)   | L.F.                       | 182                           |
| JB 700.0                             | SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE / PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER  | C.Y.                       | 20                            |
| JB 798                               | MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES  | L.F.                       | 50                            |
| JB 799                               | MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES   | L.F.                       | 90                            |
| JB 800                               | MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES  | L.F.                       | 50                            |
| JB 801                               | MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES   | L.F.                       | 90                            |
| JB 803.2                             | LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS  | L.F.                       | 100                           |
| JB 900                               | EXTRA UTILITY WORK ALLOWANCE   | F.S.                       | 1                             |

**VERIZON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HWK1669A - 4TH AVENUE SAFETY IMPROVEMENTS**  
**PHASE A**  
**BOROUGH OF BROOKLYN**

|                  |   |             |
|------------------|---|-------------|
| <b>JB 300</b>    | <b>SPECIAL CARE EXCAVATION &amp; BACKFILLING</b>  | <b>C.Y.</b> |
|                  | At the following locations:   |             |
|                  | INT. OF 4TH AVENUE AND 30TH STREET ( E/MEDIAN)  | 1           |
|                  | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE  | 20          |
|                  | Total quantity for JB 300 - 21  |             |
| <b>JB 330T1</b>  | <b>SUPPORT &amp; PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH</b> | <b>L.F.</b> |
|                  | At the following locations:   |             |
|                  | INT. OF 4TH AVENUE AND 49TH STREET ( E/MEDIAN)  | 10          |
|                  | INT. OF 4TH AVENUE AND 46TH STREET (W/MEDIAN)   | 10          |
|                  | INT. OF 4TH AVENUE AND 41ST STREET (E/MEDIAN)   | 10          |
|                  | INT. OF 4TH AVENUE AND 36TH STREET (E/MEDIAN)   | 8           |
|                  | INT. OF 4TH AVENUE AND 28TH STREET (E/MEDIAN)   | 12          |
|                  | INT. OF 4TH AVENUE AND 18TH STREET (E/MEDIAN)   | 15          |
|                  | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE  | 100         |
|                  | Total quantity for JB 330T1 - 165   |             |
| <b>JB 400</b>    | <b>TEST PITS FOR UTILITY FACILITIES</b>   | <b>C.Y.</b> |
|                  | At the following locations:   |             |
|                  | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE  | 20          |
|                  | Total quantity for JB 400 - 20  |             |
| <b>JB 401</b>    | <b>TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES</b>  | <b>C.Y.</b> |
|                  | At the following locations:   |             |
|                  | MID OF 4TH AVENUE, W/O 40TH STREET  | 15          |
|                  | INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)   | 7           |
|                  | INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)   | 7           |
|                  | MID OF 4TH AVENUE, E/O 16TH STREET  | 10          |
|                  | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE  | 5           |
|                  | Total quantity for JB 401 - 44  |             |
| <b>JB 401AT</b>  | <b>SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT</b>   | <b>C.Y.</b> |
|                  | At the following locations:   |             |
|                  | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE  | 10          |
|                  | Total quantity for JB 401AT - 10  |             |
| <b>JB 402T.2</b> | <b>EXISTING OCCUPIED NON-CONCRETE ENCASED NON-STEEL/IRON TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT</b>  | <b>L.F.</b> |
|                  | At the following locations:   |             |
|                  | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE  | 100         |
|                  | Total quantity for JB 402T.2 - 100  |             |



**VERIZON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HWK1669A - 4TH AVENUE SAFETY IMPROVEMENTS**  
**PHASE A**  
**BOROUGH OF BROOKLYN**

|             |   |  |
|-------------|---|--|
| JB 402T.2A  | <b>EXISTING OCCUPIED NON-CONCRETE ENCASED NON-STEEL/IRON TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT</b>   | L.F.   |
|             | At the following locations:<br><br>MID OF 4TH AVENUE, W/O 40TH STREET<br>INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)<br>INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)<br>MID OF 4TH AVENUE, E/O 16TH STREET<br>AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE   | 60<br>40<br>40<br>40<br>100                        |
|             | Total quantity for JB 402T.2A =   | 280  |
| JB 402T.V2A | <b>EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT</b>  | L.F.   |
|             | At the following locations:<br><br>AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE   | 100  |
|             | Total quantity for JB 402T.V2A =  | 100  |
| JB 403T.2   | <b>FURNISH AND INSTALL 3/8" STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES</b>   | S.F.   |
|             | At the following locations:<br><br>AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE   | 100  |
|             | Total quantity for JB 403T.2 =  | 100  |
| JB 500      | <b>REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)</b>   | L.F.   |
|             | At the following locations:<br><br>MID OF 4TH AVENUE, W/O 58TH STREET<br>MID OF 4TH AVENUE, W/O 52ND STREET<br>INT. OF 4TH AVENUE AND 38TH STREET (E/MEDIAN)<br>INT. OF 4TH AVENUE AND 49TH STREET (E/MEDIAN)<br>INT. OF 4TH AVENUE AND 24TH STREET (E/MEDIAN)<br>INT. OF 4TH AVENUE AND 18TH STREET (E/MEDIAN)<br>MID OF 4TH AVENUE, W/O 16TH STREET<br>MID OF 4TH AVENUE, E/O 16TH STREET<br>AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE | 15<br>15<br>30<br>10<br>30<br>15<br>15<br>12<br>40 |
|             | Total quantity for JB 500 =   | 182  |
| JB 700.0    | <b>SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE / PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER</b>  | C.Y.   |
|             | At the following locations:<br><br>AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE   | 20   |
|             | Total quantity for JB 700.0 =   | 20   |
| JB 798      | <b>MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES</b>  | L.F.   |
|             | At the following locations:<br><br>AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE   | 50   |
|             | Total quantity for JB 798 =   | 50   |

**VERIZON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HWK1469A - 4TH AVENUE SAFETY IMPROVEMENTS**  
**PHASE A**  
**BOROUGH OF BROOKLYN**

|                 |  |             |
|-----------------|--|-------------|
| <b>JB 799</b>   | <b>MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES</b>    | <b>L.F.</b> |
|                 | At the following locations:  |             |
|                 | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE                                       | 90          |
|                 | Total quantity for JB 799 =  | 90          |
| <b>JB 800</b>   | <b>MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES</b> | <b>L.F.</b> |
|                 | At the following locations:  |             |
|                 | INT. OF 4TH AVENUE AND 38TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 36TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 25TH STREET (MEDIAN)  | 10          |
|                 | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE                                       | 20          |
|                 | Total quantity for JB 800 =  | 50          |
| <b>JB 801</b>   | <b>MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES</b>    | <b>L.F.</b> |
|                 | At the following locations:  |             |
|                 | INT. OF 4TH AVENUE AND 62ND STREET   | 10          |
|                 | INT. OF 4TH AVENUE AND 38TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 36TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 34TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 25TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 24TH STREET (MEDIAN)  | 10          |
|                 | INT. OF 4TH AVENUE AND 15TH STREET (MEDIAN)  | 10          |
|                 | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE                                       | 20          |
|                 | Total quantity for JB 801 =  | 90          |
| <b>JB 803.2</b> | <b>LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS</b> | <b>L.F.</b> |
|                 | At the following locations:  |             |
|                 | MID OF 4TH AVENUE, W/O 40TH STREET   | 20          |
|                 | INT. OF 4TH AVENUE AND 26TH STREET (B/MEDIAN)  | 20          |
|                 | INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)  | 20          |
|                 | MID OF 4TH AVENUE, E/O 16TH STREET   | 20          |
|                 | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE                                       | 20          |
|                 | Total quantity for JB 803.2 =  | 100         |
| <b>JB 900</b>   | <b>EXTRA UTILITY WORK ALLOWANCE</b>  | <b>F.S.</b> |
|                 | At the following locations:  |             |
|                 | AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE                                       | 1           |
|                 | Total quantity for JB 900 =  | 1           |

**UTILITY CONTRACT INCLUSION ANALYSIS**  
**BID ITEM ACCOMMODATION**  
**HWK1669A - 4TH AVENUE SAFETY IMPROVEMENTS**  
**PHASE A**  
**BOROUGH OF BROOKLYN**

**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR VERIZON**

| CET<br>ITEM<br>NUMBER | DESCRIPTION   | Unit of<br>Measure | Estimated<br>Quantity |
|-----------------------|---|--------------------|-----------------------|
| 4.02 AB               | ASPHALTIC CONCRETE WEARING COURSE, 1.5" THICK   | S.Y.               | 13                    |
| 4.02 CA               | BINDER MIXTURE  | TONS.              | 3                     |
| 4.04H                 | CONCRETE BASE FOR PAVEMENT 9", VARIABLE THICKNESS, FOR TRENCH RESTORATION (HIGH EARLY STRENGTH) | C.Y.               | 3                     |
| 6.02 AAN              | UNCLASSIFIED EXCAVATION   | C.Y.               | 5                     |
| 6.55                  | SAWCUTTING EXISTING PAVEMENT  | L.F.               | 80                    |
| 8.02A                 | SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK                                       | S.F.               | 15                    |
| 8.02B                 | SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK   | L.F.               | 5                     |

**UTILITY INCLUSION SCOPE OF WORK**  
**BID ITEM ACCOMMODATION**  
**HWK1669A - 4TH AVENUE SAFETY IMPROVEMENTS**  
**PHASE A**  
**BOROUGH OF BROOKLYN**

**4.02AG ASPHALTIC CONCRETE WEARING COURSE, 1.5" THICK S.Y.**

At the following locations:

MID OF 4TH AVENUE, W/O 40TH STREET  
INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)  
INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)  
MID OF 4TH AVENUE, E/O 16TH STREET

Total quantity for 4.02AG = 13

**4.02 CA BINDER MIXTURE TONS.**

At the following locations:

MID OF 4TH AVENUE, W/O 40TH STREET  
INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)  
INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)  
MID OF 4TH AVENUE, E/O 16TH STREET

Total quantity for 4.02 CA = 3

**4.04H CONCRETE BASE FOR PAVEMENT 9", VARIABLE THICKNESS, FOR TRENCH RESTORATION (HIGH EARLY STRENGTH) C.Y.**

At the following locations:

MID OF 4TH AVENUE, W/O 40TH STREET  
INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)  
INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)  
MID OF 4TH AVENUE, E/O 16TH STREET

Total quantity for 4.04H = 3

**6.02 AAN UNCLASSIFIED EXCAVATION C.Y.**

At the following locations:

MID OF 4TH AVENUE, W/O 40TH STREET  
INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)  
INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)  
MID OF 4TH AVENUE, E/O 16TH STREET

Total quantity for 6.02 AAN = 5

**UTILITY INCLUSION SCOPE OF WORK**  
**BID ITEM ACCOMMODATION**  
**HWK1669A - 4TH AVENUE SAFETY IMPROVEMENTS**  
**PHASE A**  
**BOROUGH OF BROOKLYN**

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**6.55 SAWCUTTING EXISTING PAVEMENT**

**L.F.**

At the following locations:

MID OF 4TH AVENUE, W/O 40TH STREET  
INT. OF 4TH AVENUE AND 26TH STREET (E/MEDIAN)  
INT. OF 4TH AVENUE AND 25TH STREET (W/MEDIAN)  
MID OF 4TH AVENUE, E/O 16TH STREET

Total quantity for            6.55            =            80

**8.02A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK**

**S.F.**

At the following locations:

MID OF 4TH AVENUE, E/O 58TH STREET

Total quantity for            8.02A            =            15

**8.02B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK**

**L.F.**

At the following locations:

MID OF 4TH AVENUE, E/O 58TH STREET

Total quantity for            8.02B            =            5

**Support & Protection  
CONTRACT NO. HWK1669A  
4th Ave Area  
Borough of Brooklyn**

| <b>JB Item<br/>Number</b> | <b>Description</b>                      | <b>Unit of<br/>Measure</b> | <b>Estimated<br/>Quantity</b> |
|---------------------------|---|----------------------------|-------------------------------|
| 300                       | Special Care Excavation and Backfilling | CY                         | 100                           |
| 900                       | Extra Utility Work Costs Allowance      | FS                         | 1                             |

**JB Item  
Number**      **Description**

**300**      **Special Care Excavation & Backfilling**

At the following locations:  
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID  
Quantity - 100 CY

**900**      **Extra Utility Work Costs Allowance**

At the following locations:  
AS ENCOUNTERED AND REQUIRED BY NATIONAL GRID  
Quantity - \$5000.00 FS

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## TEST PITS

- (1) THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.**
  
- (2) DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.**
  
- (3) RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.**

(NO TEXT IN THIS SECTION)





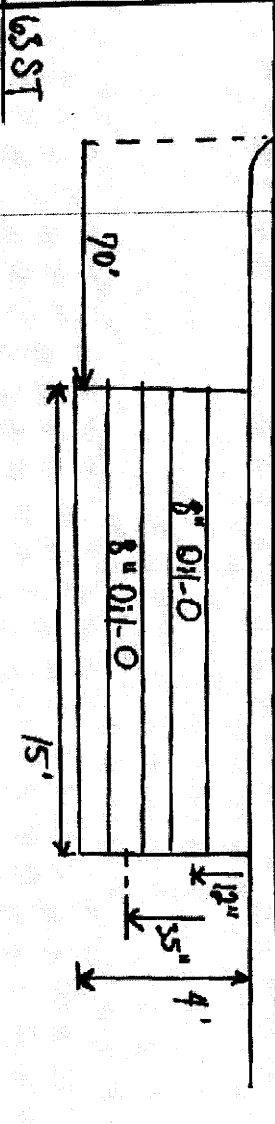
### Test Pit Form

TEST PIT # 1

PROJECT : HWK 1669A

EXCAVATED BY : Va/i

LOCATION : 70' - 85' N/W/C 63rd Street; 0 - 5' E/E/Central Median Curb

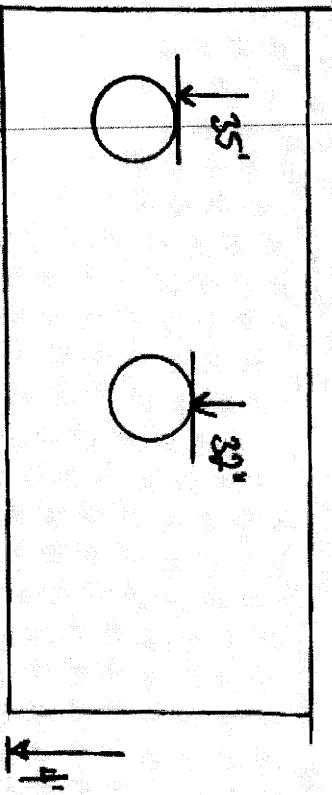


4 AVE

→ N

PLAN IF PROBLEMS ARE ENCOUNTERED CALL: Tom Robinson (781) 992-3927 / Jim Downes (781) 992-3917

Verify exact location, approaching angle and cover of 24" OR O-Structs. Poles near and under Central Median.



LOOKING NORTH

PROBLEMS  
 • INDICATE TYPE OF COATING (IF ANY) ON GAS MAIN  
 • ALL MEASUREMENTS SHALL BE FACE TO FACE AND OFF A FIXED POINT (BL, CL)

#### TEST PIT DIMENSIONS

L 15 W 9'0" D 4 MIN DEPTH 4

DATE OF EXCAVATION: 4/12/18

CONTRACT SHT 2 PLATE # 28-F

#### LOC. EXISTING FACILITIES

- ELECTRIC DUCTS: 24" STIP
- GAS SIZE: \_\_\_\_\_
- TEL SIZE: \_\_\_\_\_
- WATER SIZE: \_\_\_\_\_
- SEWER SIZE: \_\_\_\_\_
- TROLLEY TRACK: \_\_\_\_\_
- CATV  OTHER \_\_\_\_\_
- Subway Roof  Photo Required

#### FACILITIES TO BE INSTALLED

- WATER SIZE: \_\_\_\_\_  WATER SIZE: \_\_\_\_\_
- SEWER SIZE: \_\_\_\_\_  SEWER SIZE: \_\_\_\_\_
- CATCH BASIN TYPE: \_\_\_\_\_
- CHUTE CONNECTION
- HYDRANT CONNECTION
- SEEPAGE BASIN  OTHER

#### PAVEMENT DEPTHS

SURFACE: 9" BASE: 9"  
 CURB REVEAL: 3"

#### ENVIRONMENTAL CONCERN

SUB-SOIL CONDITION  
 (ANY SIGN OF CONTAMINATION/ HAZARD)  
 YES  NO

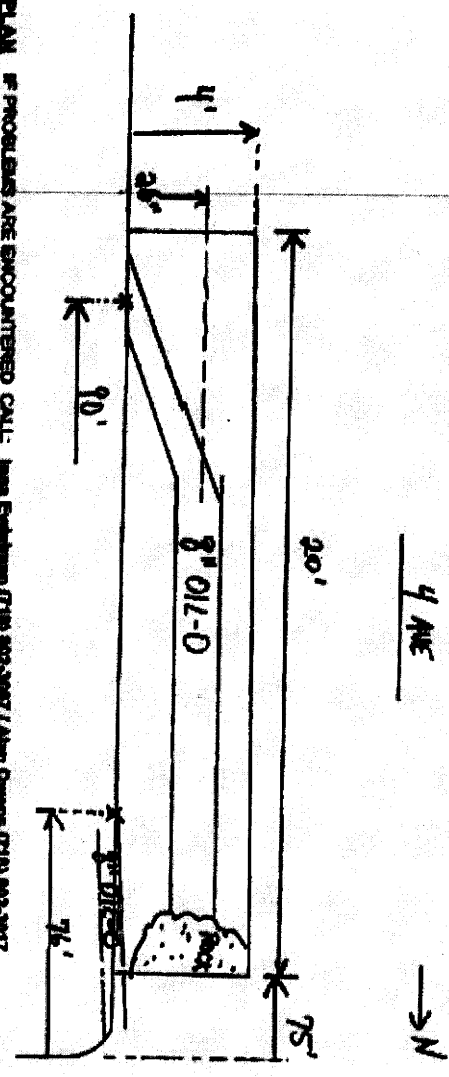
C.R./INSPECTOR [Signature] [Signature]  
 C.C.I. \_\_\_\_\_



**Test Pit Form** TEST PIT # 2

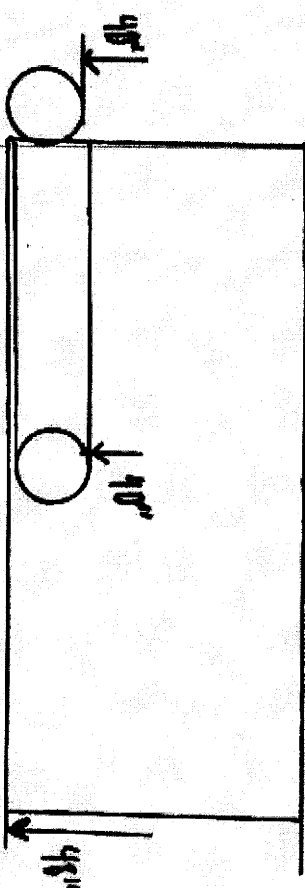
PROJECT : HWK1669A EXCAVATED BY : Va/i

LOCATION : 652 8th St/SWC 62nd Street; Central Median Width (-S')



PLAN # PROCURE AND ENCOUNTERED CALL: Area Enclosure (718) 882-3827 / Area Open (718) 882-3817

With street location and source of 24" O.D. Streets Flow under Center Median:



LOOKING South

INDICATE TYPE OF COATING (IF ANY) ON GAS MAIN

ALL MEASUREMENTS SHALL BE FACE TO FACE AND OFF A FIXED POINT (BL, CL)

**TEST PIT DIMENSIONS**

L 90' W 4' D 4' MIN DEPTH 4'

DATE OF EXCAVATION: 4/13/18

CONTRACT SHT 2 PLATE # 204

**LOC. EXISTING FACILITIES**

ELECTRIC DUCTS: 24" STUP

GAS SIZE \_\_\_\_\_

TEL SIZE \_\_\_\_\_

WATER SIZE \_\_\_\_\_

SEWER SIZE \_\_\_\_\_

TROLLEY TRACK \_\_\_\_\_

CATV \_\_\_\_\_ OTHER \_\_\_\_\_

Subway Roof  Probe Required

**FACILITIES TO BE INSTALLED**

WATER SIZE: \_\_\_\_\_ WATER SIZE: \_\_\_\_\_

SEWER SIZE: \_\_\_\_\_ SEWER SIZE: \_\_\_\_\_

CATCH BASIN TYPE: \_\_\_\_\_

CHUTE CONNECTION \_\_\_\_\_

HYDRANT CONNECTION \_\_\_\_\_

SEEPAGE BASIN  OTHER \_\_\_\_\_

**PAVEMENT DEPTHS**

SURFACE: 9" BASE: 9"

CURB REVEAL: 3"

**ENVIRONMENTAL CONCERN**

SUB-SOIL CONDITION

(ANY SIGN OF CONTAMINATION/HAZARD)

YES  NO

C.R./INSPECTOR: [Signature]

C.C.I. [Signature]



JOB NO.: HWK1669A  
 JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT # 01  
 TP DATE: 6/24/2016  
 INSPECTOR: W.I.

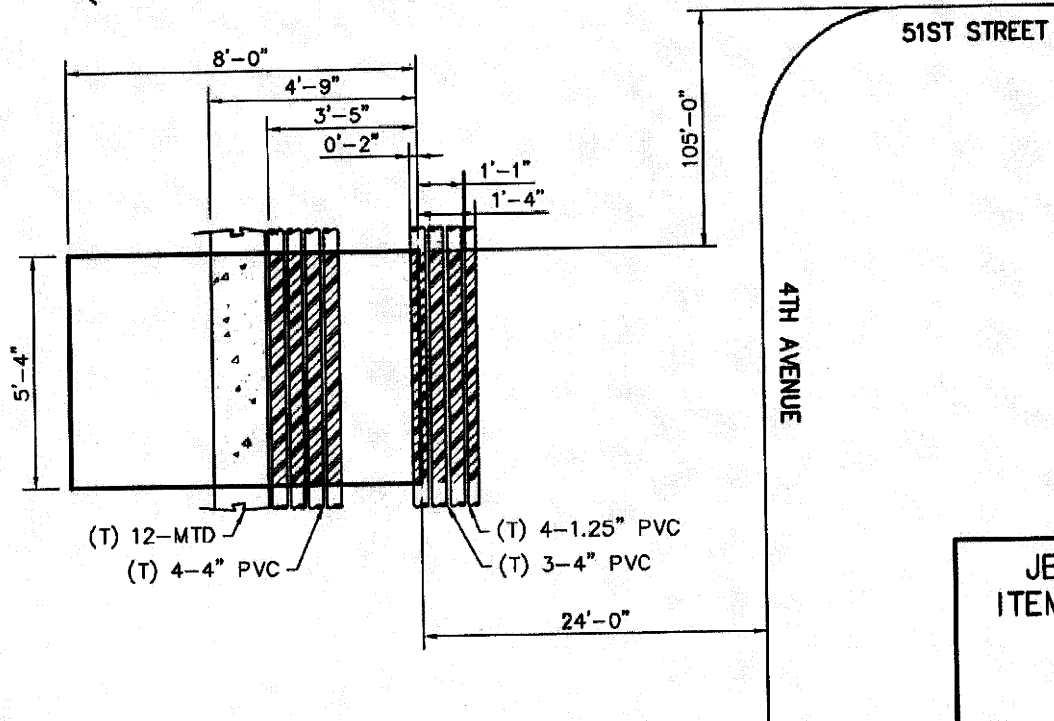
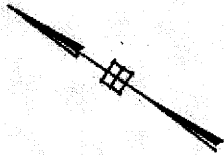
LOCATION: EAST SIDE OF 4TH AVENUE 105' SOUTH OF 51ST STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 8'-0" X 5'-4" X 3'-3"

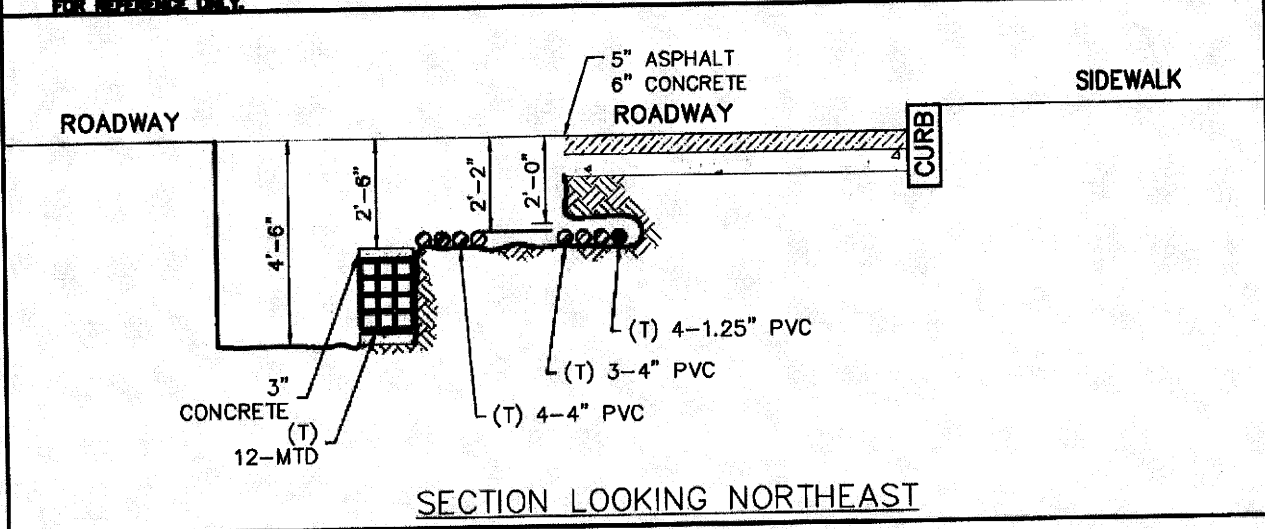
VOLUME: 5.1 CY

SHEET NO. 1 OF 10



NOTE:  
 1. ALL DRAWINGS SHOWING UTILITY  
 SUPPORT AND PROTECT WORK ARE  
 FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHEAST



JOB NO.: HWK1669A  
JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT #: 02  
TP DATE: 06/24/2016  
INSPECTOR: W.I.

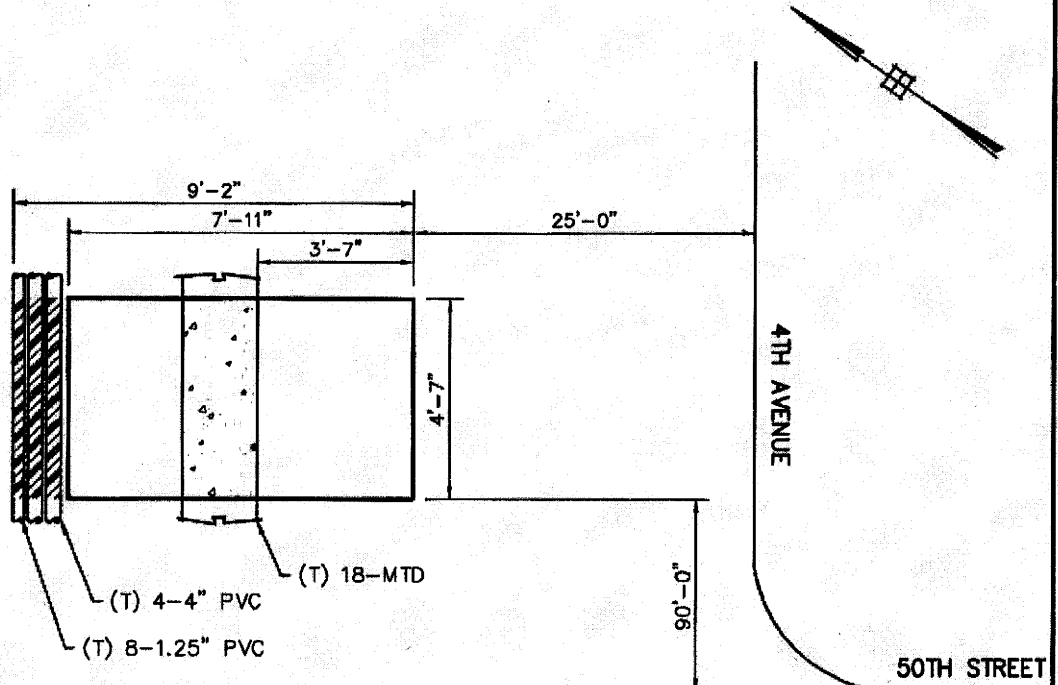
LOCATION: EAST SIDE OF 4TH AVENUE 90' NORTH OF 50TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-11" X 4'-7" X 4'-6"

VOLUME: 6.2 CY

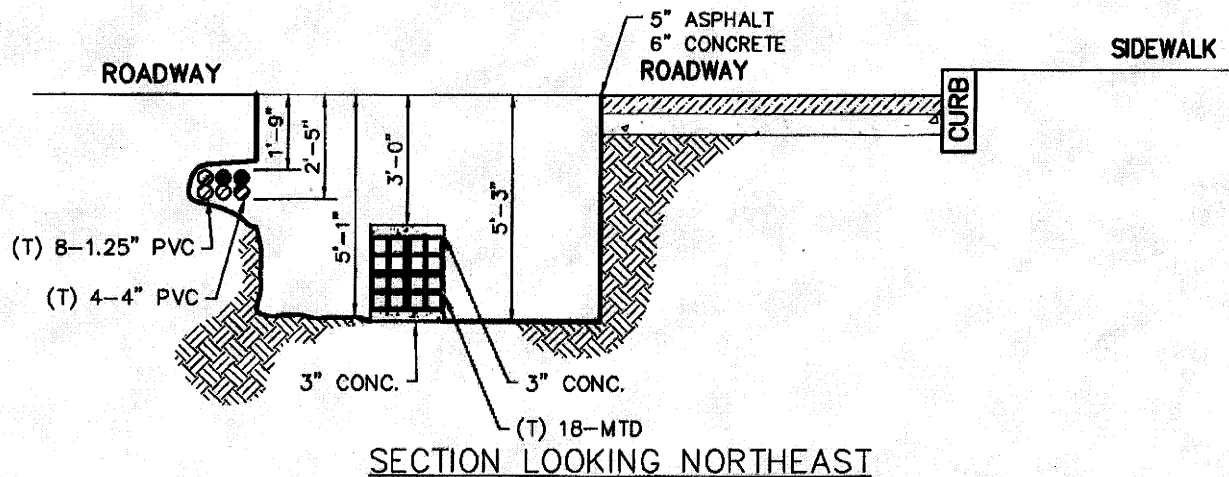
SHEET NO. 2 OF 10



JB  
ITEMS

NOTE:  
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SUPPORT AND PROTECT WORK ARE  
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PLAN



SECTION LOOKING NORTHEAST

JB-64



JOB NO.: HWK1669A  
JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT #: 03  
TP DATE: 06/24/2016  
INSPECTOR: W.I.

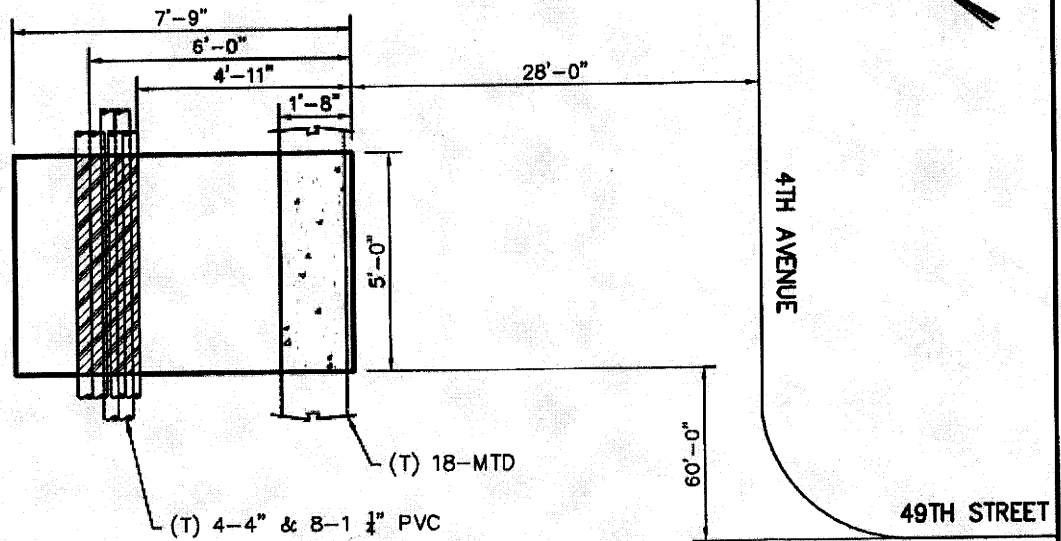
LOCATION: EAST SIDE OF 4TH AVENUE 60' NORTH OF 49TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-9"X5'-0"X4'-6"

VOLUME: 6.5 CY

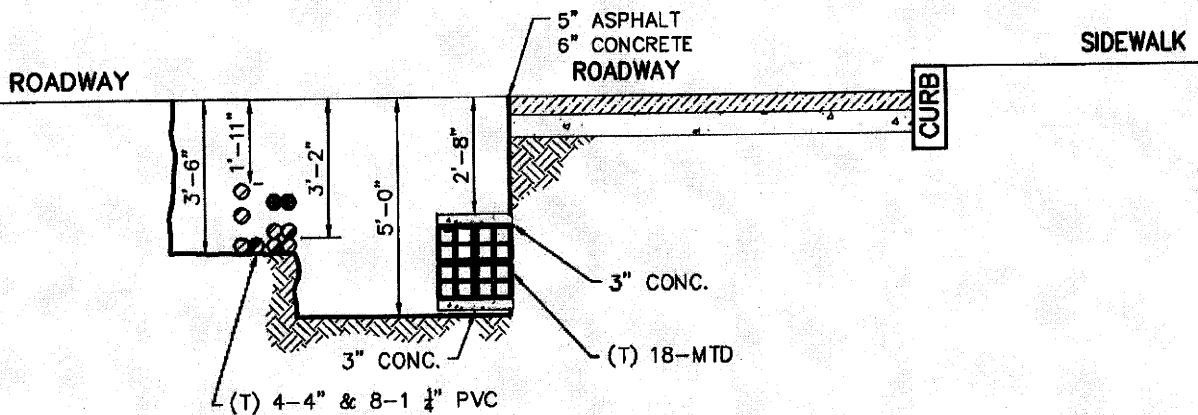
SHEET NO. 3 OF 10



JB  
ITEMS

NOTE:  
1. ALL DRAWINGS SHOWING UTILITY  
SUPPORT AND PROTECT WORK ARE  
FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHEAST

JB-65



JOB NO.: HWK1669A  
JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT #: 04  
TP DATE: 06/23/2016  
INSPECTOR: W.I.

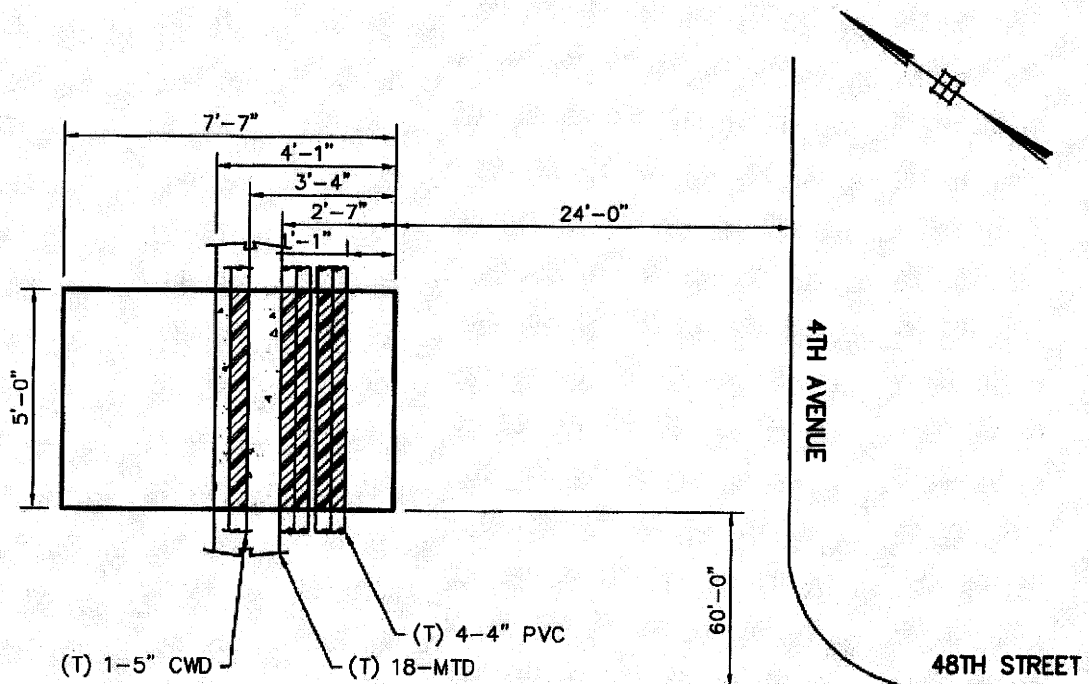
LOCATION: EAST SIDE OF 4TH AVENUE 60' NORTH OF 48TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-7" X 5'-0" X 4'-8"

VOLUME: 6.6 CY

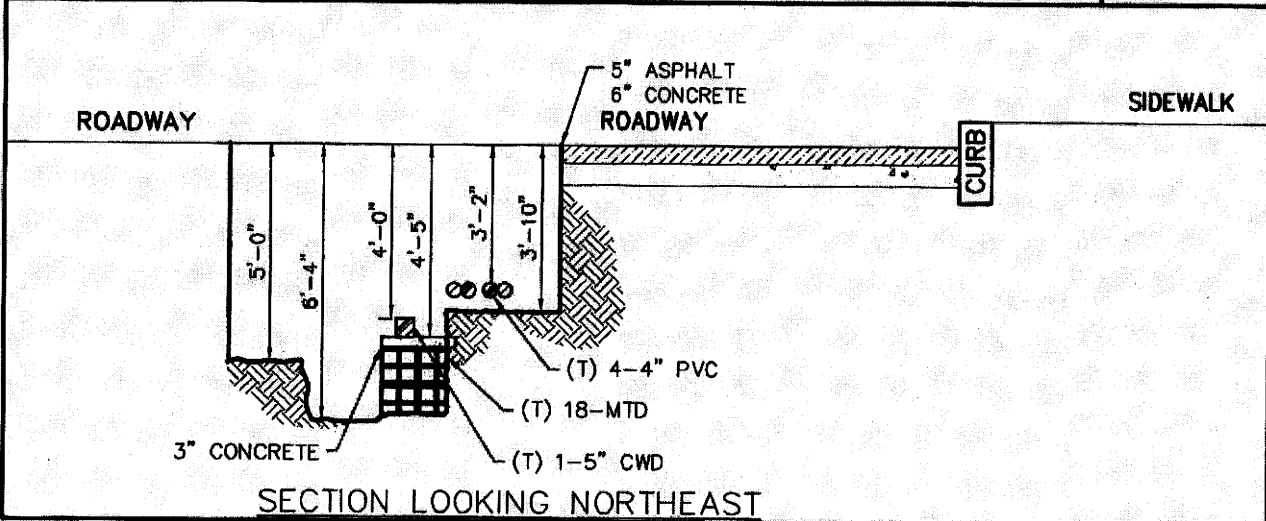
SHEET NO. 4 OF 10



JB  
ITEMS

NOTE:  
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SUPPORT AND PROTECT WORK ARE  
FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHEAST

JB-66



JOB NO.: HWK1669A

TEST PIT #: 05

JOB: 4TH AVENUE SAFETY IMPROVEMENT

TP DATE: 06/23/2016

BOROUGH OF BROOKLYN

INSPECTOR: W.I.

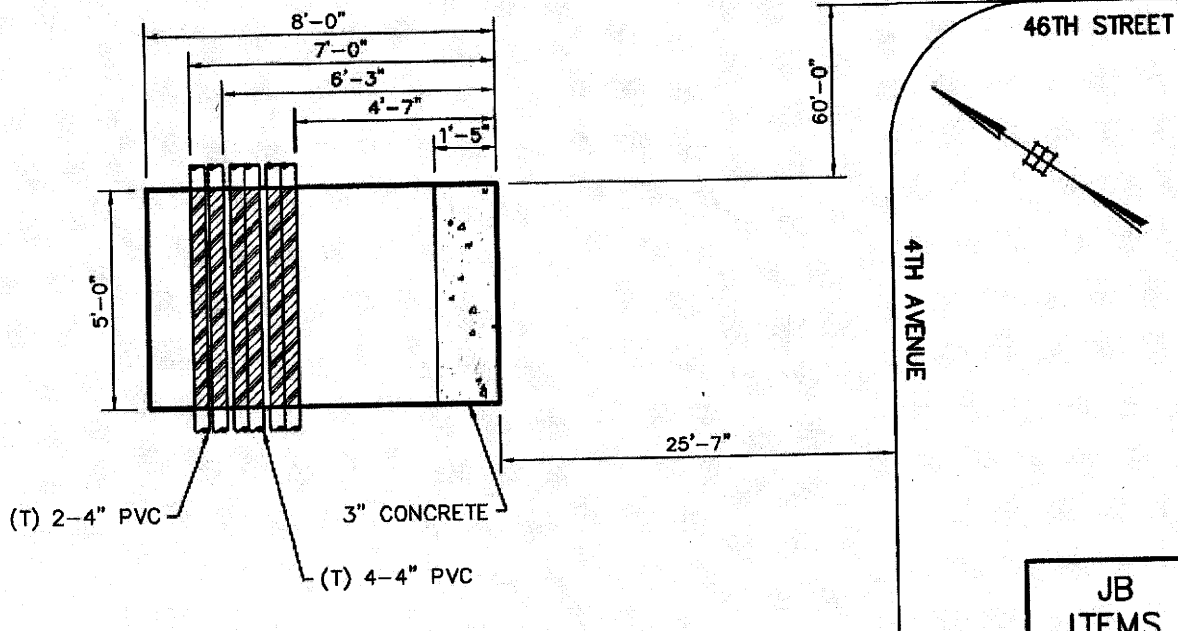
LOCATION: EAST SIDE OF 4TH AVENUE 60' SOUTH OF 46TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 8'-0"X5'-0"X3'-9"

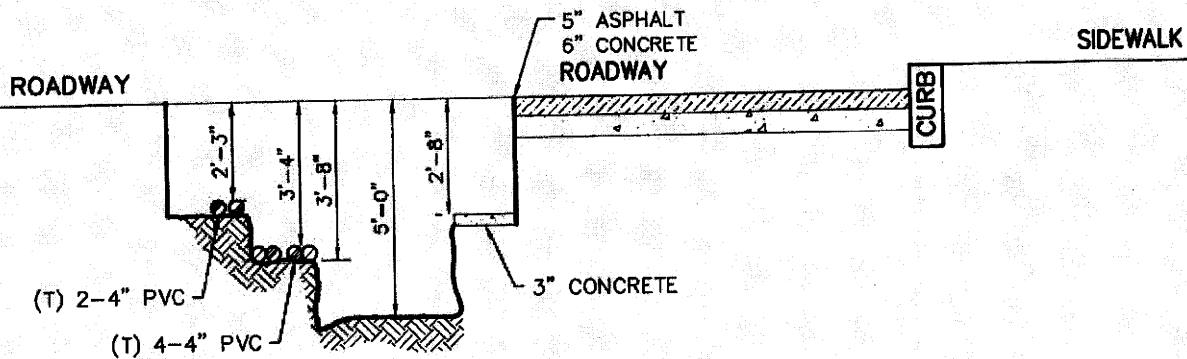
VOLUME: 5.6 CY

SHEET NO. 5 OF 10



NOTE:  
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PLAN



SECTION LOOKING NORTHEAST

JB-67



JOB NO.: HWK1669A

TEST PIT #: 06

JOB: 4TH AVENUE SAFETY IMPROVEMENT

TP DATE: 06/23/2016

BOROUGH OF BROOKLYN

INSPECTOR: W.I.

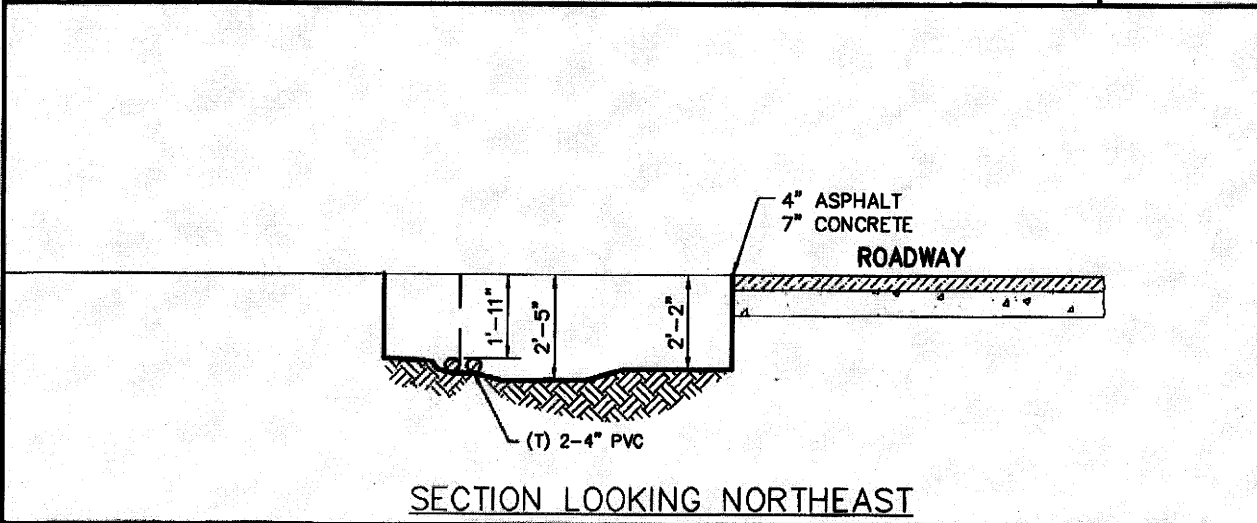
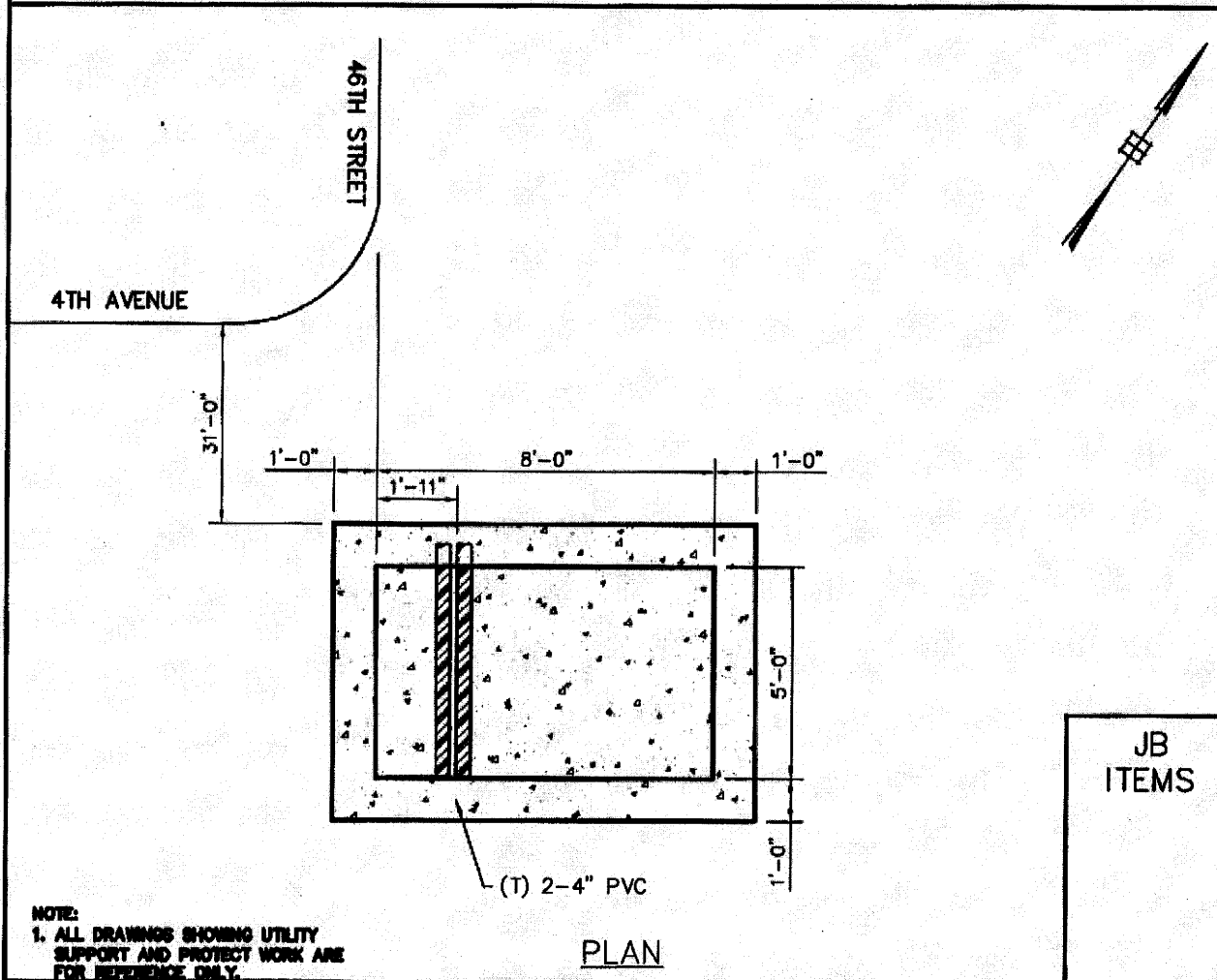
LOCATION: SOUTHWEST CORNER OF 4TH AVENUE AND 46TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 8'-0"X5'-0"X2'-2"

VOLUME: 3.2 C.Y.

SHEET NO. 6 OF 10



JB-68





JOB NO.: HWK1669A

TEST PIT #: 07

JOB: 4TH AVENUE SAFETY IMPROVEMENT

TP DATE: 06/22/2016

BOROUGH OF BROOKLYN

INSPECTOR: W.I.

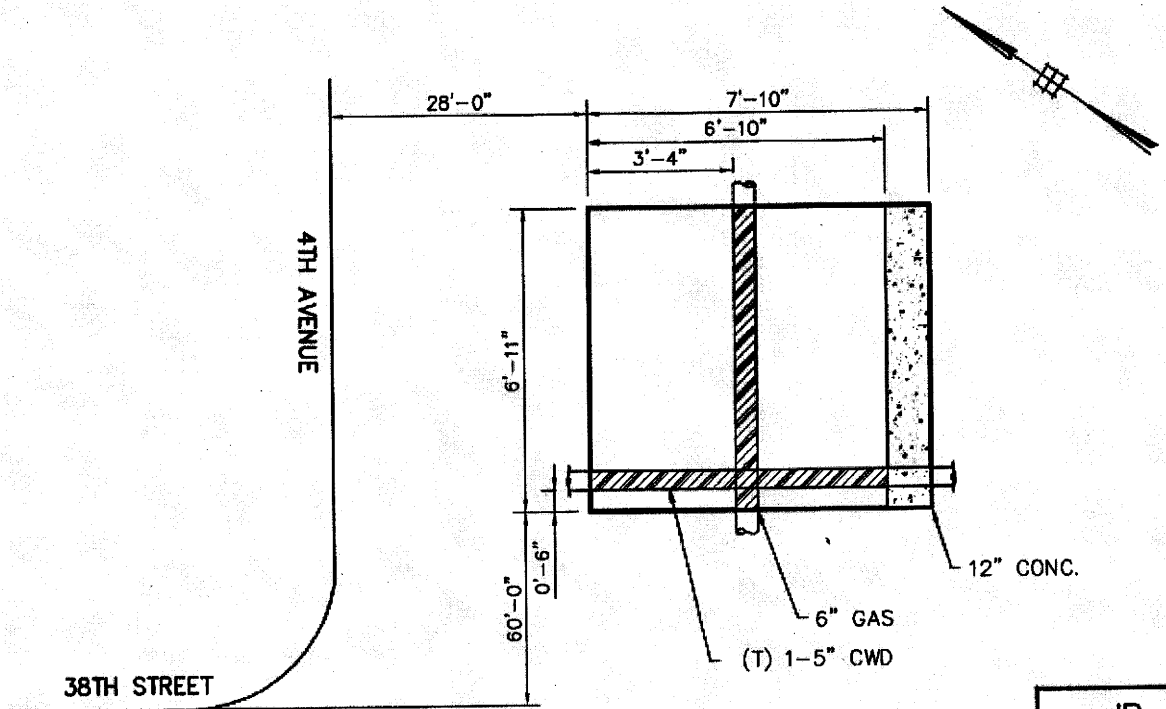
LOCATION: EAST SIDE OF 4TH AVENUE 60' NORTH OF 38TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 7'-10" X 6'-11" X 1'-4"

VOLUME: 2.7 CY

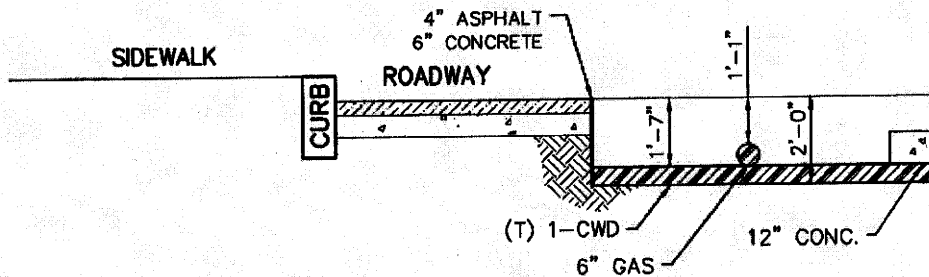
SHEET NO. 7 OF 10



JB  
ITEMS

NOTE:  
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SUPPORT AND PROTECT WORK ARE  
FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHEAST

JB-69



JOB NO.: HWK1669A  
JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT #: 08  
TP DATE: 06/21/2016  
INSPECTOR: W.I.

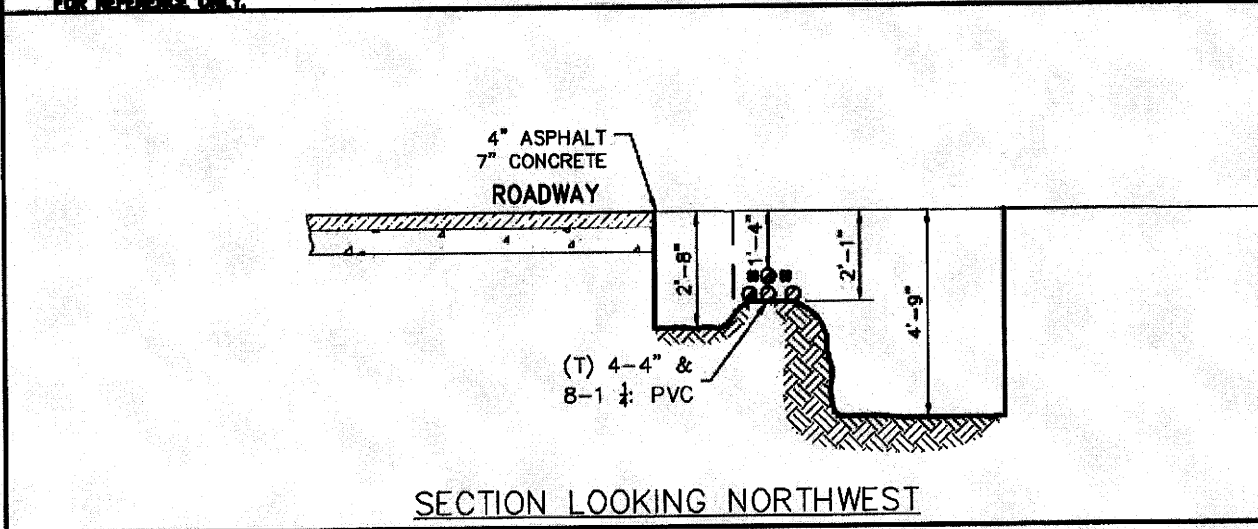
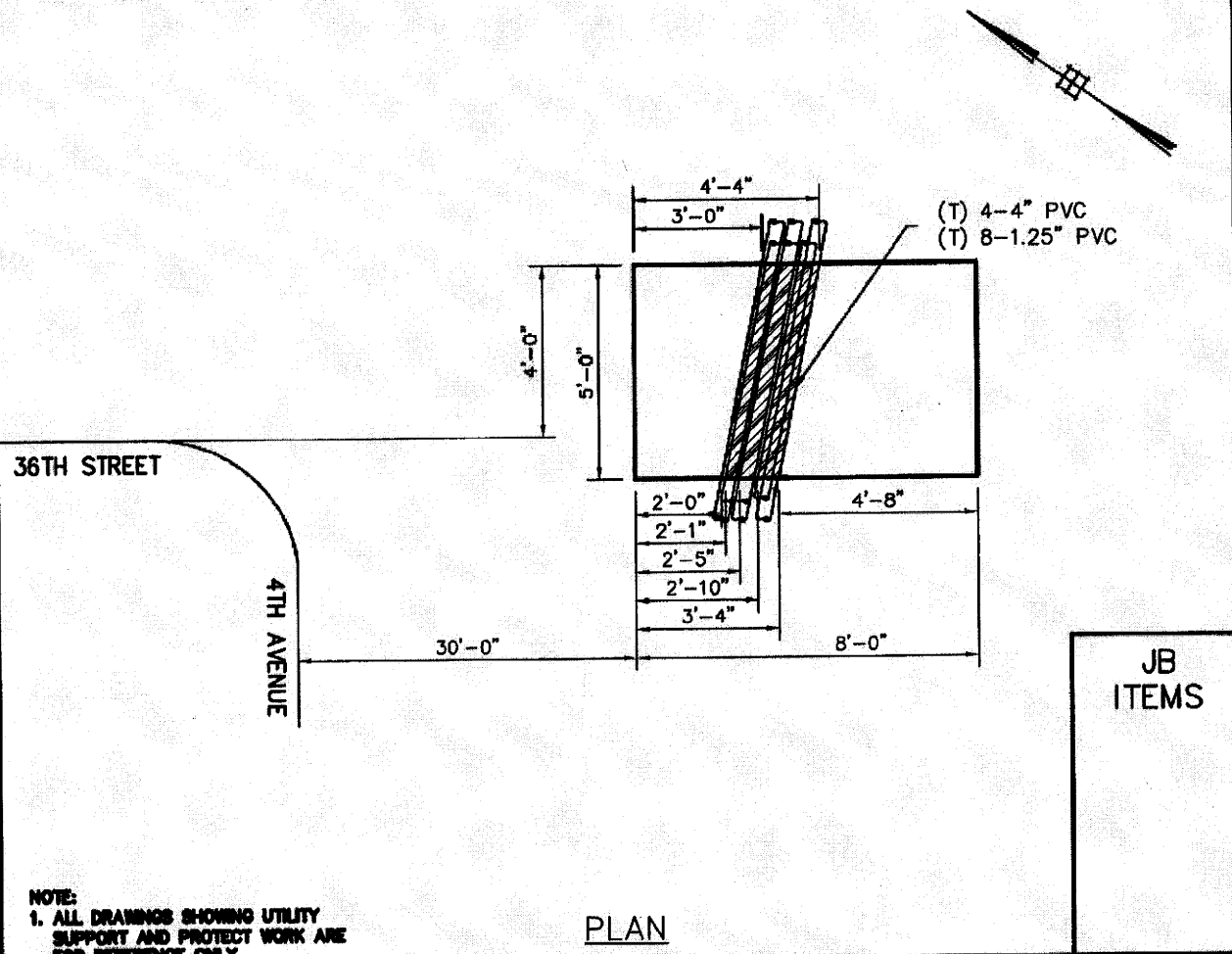
LOCATION: SOUTHEAST CORNER OF 4TH AVENUE AND 36TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 8'-0" X 5'-0" X 2'-11"

VOLUME: 4.3 CY

SHEET NO. 8 OF 10





JOB NO.: HWK1669A  
JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT #: 09  
TP DATE: 06/20/2016  
INSPECTOR: W.I.

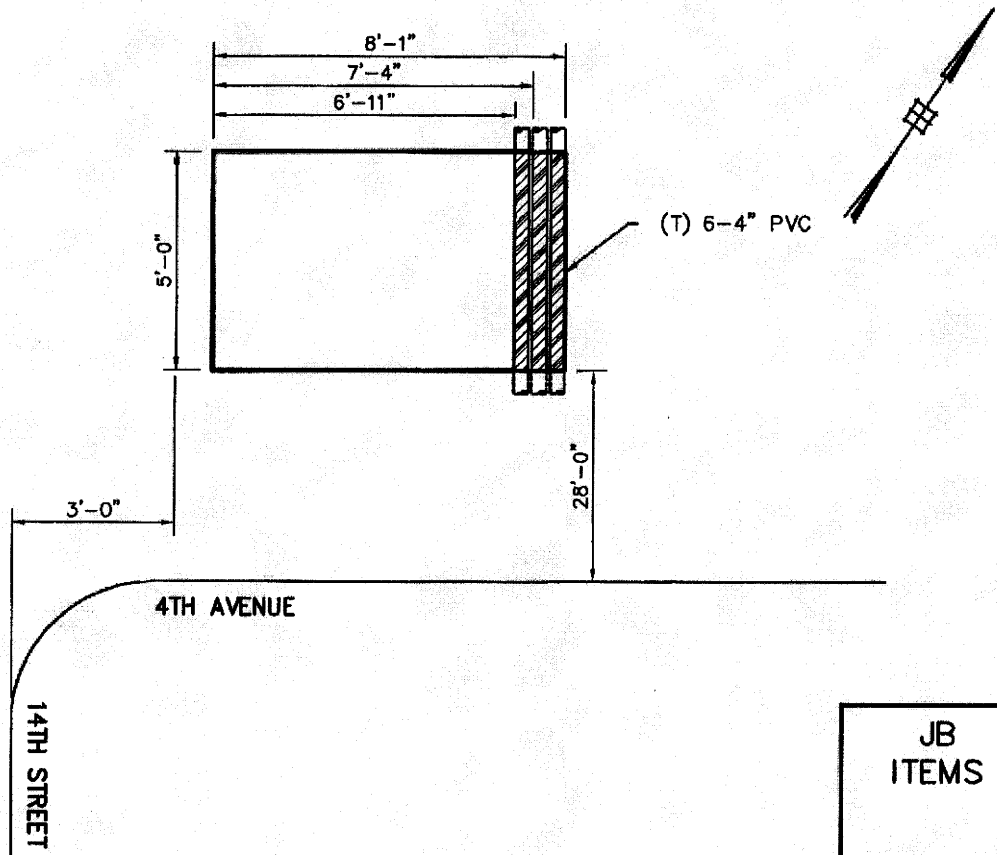
LOCATION: NORTHEAST CORNER OF 4TH AVENUE AND 14TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 8'-1"X5'-0"X4'-1"

VOLUME: 6.1 CY

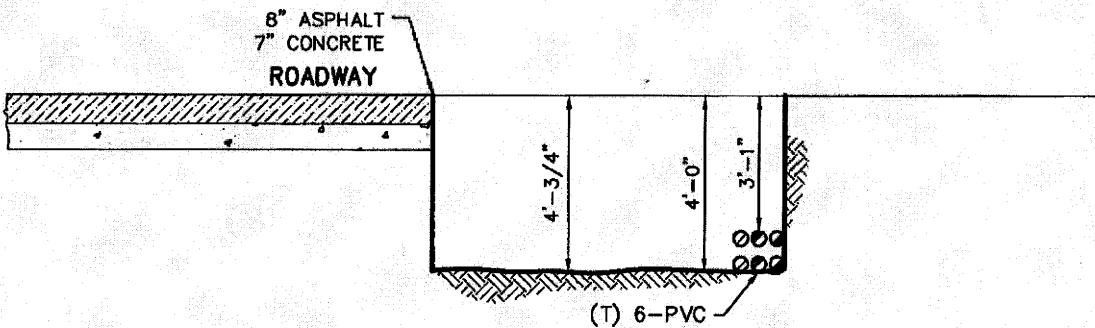
SHEET NO. 9 OF 10



JB  
ITEMS

NOTE:  
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SUPPORT AND PROTECT WORK ARE  
FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHWEST

JB-71



JOB NO.: HWK1669A  
JOB: 4TH AVENUE SAFETY IMPROVEMENT  
BOROUGH OF BROOKLYN

TEST PIT #: 10  
TP DATE: 06/20/2016  
INSPECTOR: W.I.

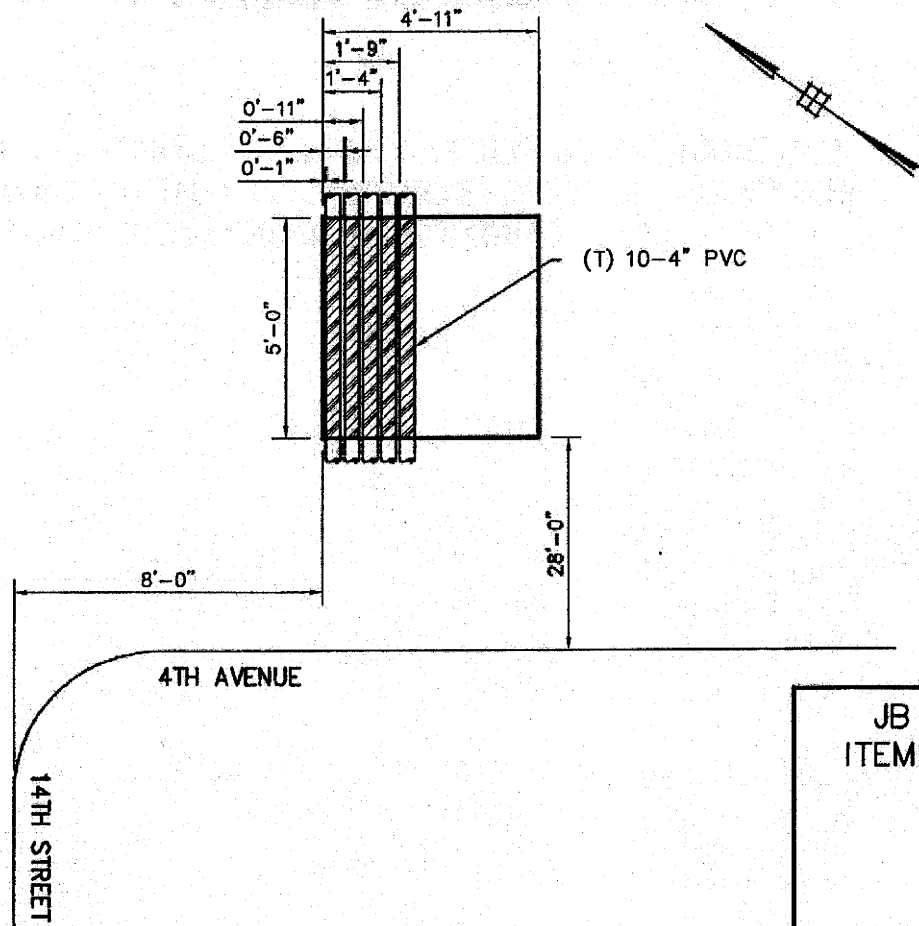
LOCATION: NORTHEAST CORNER OF 4TH AVENUE AND 14TH STREET

PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES

DIMENSION: 4'-11" X 5'-0" X 4'-2"

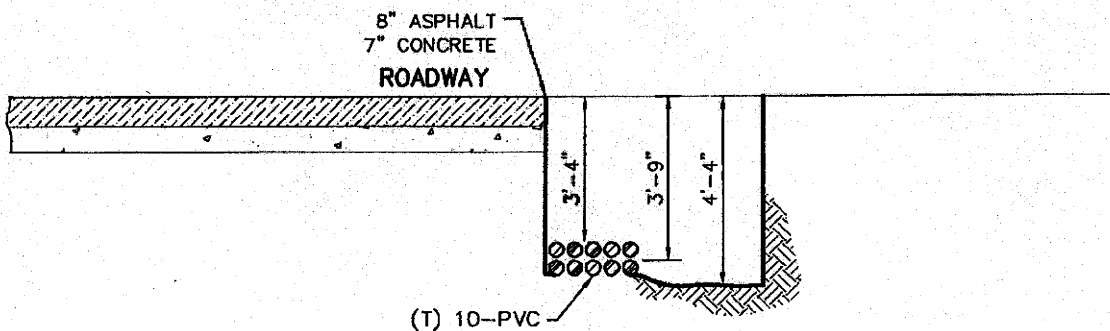
VOLUME: 3.8 CY

SHEET NO. 10 OF 10



NOTE:  
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FOR REFERENCE ONLY.

PLAN



SECTION LOOKING NORTHWEST

## **END OF JB-PAGES**

**THE JB-PAGES CONSIST OF SEVENTY THREE (73) PAGES AND  
FORTY SIX (46) SHEETS OF PRIVATE UTILITY DRAWINGS ARE  
ATTACHED TO THE CONTRACT PLANS**





**Department of  
Design and  
Construction**

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

**PROJECT ID: HWK1669A**

**4 TH AVENUE SAFETY IMPROVEMENTS PHASE A  
4 TH AVENUE FROM 8TH STREET TO 64 TH STREET**

**INCLUDING STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

---

*Contractor.*

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**Dated** \_\_\_\_\_, 20\_\_\_\_

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