



**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 1 OF 3**

**LAW**

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWK2013GB (SAND13GB)**

**RECONSTRUCTION OF GERRITSEN BEACH AREA**

**INCLUDING UNDER SEK20069  
REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER MAIN  
IN GERRITSEN BEACH AREA**

**Together with Traffic Signal, Street Lighting  
And All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**



FOR THE DEPARTMENT OF TRANSPORTATION  
*PREPARED BY*  
*IN HOUSE DESIGN*

**DECEMBER 18, 2018**

9-042

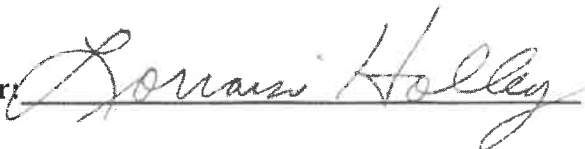
**Bid Tab – Revised\***

<b>Description</b>	<b>RECONSTRUCTION OF GERRITSEN BEACH AREA, INCLUDING UNDER SEK20069, ETC. - BOROUGH OF BROOKLYN</b>		
<b>Bid Date</b>	<b>5/17/2019</b>	<b>FMS ID</b>	<b>HWK2013GB</b>
<b>Estimated Cost</b>	<b>\$25,247,143.30*</b>	<b>Client Agency</b>	<b>DOT</b>
<b>Bid Security</b>	<b>Not less than 2% of Total Bid Price</b>	<b>PLA</b>	<b>NO</b>
		<b>PQL</b>	<b>NO</b>
<b>Time Allowed</b>	<b>1095 CCD*</b>	<b>Federal Funded:</b>	<b>YES: Multi-Model</b>
<b>Addendum</b>	<b>7</b> <i>(Addenda # 7- Bid Sched. Rev#2)</i>	<b>Contract Manager</b>	<b>Nilofer Rajput</b>
<b>PIN</b>	<b>8502018HW0044C</b>	<b>Project Manager</b>	<b>Patel, Ashishkumar</b>
<b>E-PIN</b>	<b>85019B0024</b>	<b>Selective Bidding</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Bid Rank</b>	<b>Vendor</b>	<b>Bid Amount</b>	<b>Security Type</b>
1	PAUL J. SCARIANO INC.	\$26,371,000.00	Bond
2	PERFETTO ENTERPRISES COMPANY, INC.	\$27,283,943.50*	Bond
3	C.A.C. INDUSTRIES, INC.	\$27,578,816.72*	Bond
4	NYCC JPL JV	\$27,828,999.66*	Bond
5	PERFETTO CONTRACTING CO. INC.	\$29,164,000.00	Bond
6	VILLA CONSTRUCTION INC.	\$30,859,000.00	Bond
7	JR CRUZ CORP	\$31,321,976.78*	Bond
8	AKELA CONTRACTING LLC	\$33,258,000.00	Bond

**Recorder:** Brenda Barreiro

**Approver:**





Lorraine Grillo  
Commissioner

Jamie Torres-Springer  
First Deputy Commissioner

Justin Walter  
Chief Administrative Officer  
Administration

Nicholas Mendoza  
Agency Chief Contracting Officer

Lorraine Holley  
Deputy ACCO

June 14, 2019

**CERTIFIED MAIL - RETURN RECEIPT REQUEST**

PAUL J. SCARIANO INC.  
12 POTTER AVENUE  
NEW ROCHELLE, NY 10801

RE: FMS ID: HWK2013GB  
E-PIN: 85019B0024001  
DDC PIN: 8502018HW0044C  
RECONSTRUCTION OF GERRITSEN  
BEACH AREA INCLUDING UNDER  
SEK20069 ETC.-BOROUGH OF  
BROOKLYN  
**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$26,371,000.00 submitted at the bid opening on May 17, 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 in the Contracts Unit, 30-30 Thomson Avenue, 1<sup>st</sup> Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit 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.

Sincerely,

A handwritten signature in black ink, which appears to read "Lorraine Holley". The signature is written in a cursive style with a large, prominent "L" and "H".

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.

**Bid Tab – Revised\***

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<b>Addendum</b>	<b>7</b> <i>(Addenda # 7- Bid Sched. Rev#2)</i>	<b>Contract Manager</b>	<b>Nilofer Rajput</b>
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<b>E-PIN</b>	<b>85019B0024</b>	<b>Selective Bidding</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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**Recorder:** Brenda Barreiro

**Approver:**



# 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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**DESIGN AND CONSTRUCTION**

**DIVISION OF INFRASTRUCTURE**

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**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

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# **CONTRACT ID: HWK2013GB**

## **SPECIAL NOTICE TO BIDDERS**

### **M/WBE REQUIREMENTS**

As noted on Schedule B in this Volume 1, this contract has no City M/WBE Goals.

However, this Contract has NY State M/WBE Goals, as noted in Volume 3

(see Page MM-2)

The bidder is warned that M/WBE vendors must be listed in the

Empire State Development web site at:

[www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html)

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## MWBE SCHEDULE OF UTILIZATION Part 2 - WBE Utilization

<b>Contract No.</b>	PIN	<b>Project Sponsor</b>	
HWK2013GB	8502018HW0044C	NYC DDC	Subcontractor
<b>County(ies):</b>	KINGS		Supplier
<b>X Initial</b>	<b>Amendment</b>	<b>Contractor Name</b>	<b>Manufacturer</b>
<b>Contract Bid Amount:</b>	\$26,731,000.00	PAUL J. SCARIANO, INC.	Broker
<b>Contract WBE Goal %:</b>	15%	<b>Contractor Fed ID No.</b>	Trucking
<b>Contract WBE Goal \$:</b>	\$4,009,650.00	113304697	Professional Services
<b>UTILIZATION INFORMATION</b>			
<b>WBE Name</b>	<b>Fed ID No.</b>	<b>Work Category</b>	<b>WBE Utilization</b>
ENTECH ENGINEERING, P.C.	13-4138753	Professional Services	\$332,000.00
BOHEMIA GARDEN CENTER INC.	11-2849818	Subcontractor	\$10,000.00
DIRECT DIGITAL PHOTOGRAPHY INC.	11-3314313	Subcontractor	\$22,000.00
JP HOGAN CORING & SAWING, CORP.	11-3217729	Subcontractor	\$15,000.00
METROFAB PIPE INC.	11-3135667	Supplier	\$1,991,000.00
ENOVATE ENGINEERING, LLC	81-4839352	Professional Services	\$516,000.00
		<b>Total Commitments:</b>	\$2,886,000.00
		<b>Contract WBE Goal:</b>	\$4,009,650.00
		<b>Difference:</b>	(\$1,123,650.00)

**TO BE COMPLETED BY PROJECT SPONSOR**

The Bidder  has        has not demonstrated good faith efforts to secure WBE utilization in satisfaction of the contract goal as required by the contract specification.

<b>Signature</b>		<b>Date</b>
<i>Anna Scariano</i>	<i>Scariano</i>	5/16/14

MWBE SOLICITATION LOG

Contract No.	County	Letting Date	Project Sponsor	PN	Method(s) of Contact	MWBE Response Code(s)	Bidder Action Code(s)
HWK2013GB	KINGS	5/17/19	NYC DDC	8502018-HW0044C			
Contractor Name		Contact Name		Telephone No.			
PAUL J. SCARIANO, INC.		Mike Walsh		914-623-9200 x304			
Contractor Name		Contact Name		E-Mail			
PAUL J. SCARIANO, INC.		Mike Walsh		mwalsh@pjis.com			
Firm Name & Contact	Telephone No. & E-Mail	NYSDOT Work Cod. (s)	Date(s) of Contact	Method(s) of Contact	MWBE Response Code(s)	Bidder Action Code(s)	
A&J Construction	203-775-1385/ ESTIMATING@AJPAVING.CO M	400	4/4, 4/16, 4/17	4/4 EMAIL AND PHONE CALL, 4/16 EMAIL AND PHONE CALL, 4/17 PHONE CALL	14	36	
A&L BLACKTOP	631-447-1817	400	4/19	4/19 VOICEMAIL	26- DID NOT RETURN CALL	36	
FRANK SCOBBO CONTRACTING	516-944-7154/ ELEANORS@SCOBBO.COM	400	4/19	4/19 PHONE CALL AND EMAIL	26- ESTIMATORS WOULD CONSIDER THE JOB	36	
GENRUS	718-712-2176/ SCLARKE.GENRUS@GMAIL.C OM	400	4/16, 4/18	4/16 PHONE CALL AND EMAIL, 4/18 PHONE CALL	26- JOB WAS FORWARDED TO ESTIMATIONS	36	
J&R BROTHERS	917-217-3611	400	4/16	4/16 PHONE CALL	26- NOT INTERESTED	32	
J&L PROFILING	315-351-5441	400	4/19	4/19 PHONE CALL	22	32	
MJD CONTRACTING	914-447-2479	400	4/19	4/19 PHONE CALL	22	32	
OCE CONTRACTING	845-633-8082	400	4/19	4/19 PHONE CALL	26- NO ANSWER/ NO VOICEMAIL AVAILABLE	35	
PADILLA CONSTRUCTION	516-338-6848	400	4/16	4/16 PHONE CALL	26- NOT INTERESTED	32	
PALADINO CONCRETE CREATIONS	914-699-0907	400	4/19	4/19 VOICEMAIL	26- DID NOT RETURN CALL	36	
PIONEER	631-269-4300/ KCOX@PIONEERASPHALT.CO M	400	4/4, 4/9, 4/15	4/4 VOICEMAIL AND EMAIL, 4/9 EMAIL, 4/15 VOICEMAIL	14	36	
PRESTIGE STONE AND PAVERS CORP	718-225-1212/ PRESTIGE STONE AND PAVERS@GMAIL.COM	400	4/16	4/16 PHONE CALL AND EMAIL	26- WILL CALL ME BACK	36	
PRIMA PAVING CORP	516-681-8700/ KGREGG@PRIMAPAVING.CO M	400	4/4, 4/10	4/4 PHONE CALL AND EMAIL, 4/10 PHONE CALL	26- NOT INTERESTED	32	
REET CONSTRUCTION	516-944-5686	400	4/16	4/16 PHONE CALL AND EMAIL	26- DID NOT RETURN CALL	36	
SUN GENERAL CONSTRUCTION	718-464-4600/ SUNCONSTRUCTION2000@G MAIL.COM	400	4/4	4/4 PHONE CALL	26- NOT INTERESTED/ NOT UNION	32	
TBO SITESCAPES	718-224-0070	400	4/19	4/19 PHONE CALL	26- ASKING BOSS	36	



UNICORN CONSTRUCTION ENTERPRISES INC.	201-782-9100/ LCOCCO@UNICORNCONSTRUCTION.COM	400	4/4, 4/10, 4/12, 4/15, 4/18	4/4 VOICEMAIL AND EMAIL, 4/10 VOICEMAIL, 4/12 VOICEMAIL, 4/15 VOICEMAIL AND EMAIL, 4/18 QUOTE RECEIVED FROM MAIS AT DEBOE CONST.	12	31
VAN ETTEN CONTRACTING	845-534-2434/ HANNAH@VECONTRACT.CO M	400	4/19	4/19 PHONE CALL AND EMAIL	26- ASKING BOSS	36
VIF CORP	718-361-7949/ VIFCORP@AOL.COM	400	4/16	4/16 PHONE CALL AND EMAIL	26- DID NOT RETURN CALL	36
WBE UNLIMITED CORP	917-353-2905	400	4/19	4/19 PHONE CALL	26- CALL WILL NOT GO THROUGH	35
GENERAL FOUNDRIES INC	732-951-9001/ AJAYN@GENERALFOUNDRIES.COM	700	4/4, 4/11, 4/17, 4/19	4/4 PHONE CALL AND EMAIL, 4/11 PHONE CALL, 4/17 VOICEMAIL AND PHONE CALL, 4/19 EMAIL	11	31
ISLAND PAVEMENT CUTTING CO.	631-567-2711/ JTYSON@ISLANDPAVEMENT.COM	600	4/19	4/19 VOICEMAIL, EMAIL, PHONE CALL	14	36
JP HOGAN CORING AND SAWING CORP	718-781-7014/ ESTIMATING@888JPHOGAN.COM	600	4/5, 4/8	4/5 PHONE CALL AND EMAIL, 4/8 PHONE CALL	11	31
ECO TERRA	732-770-6344/ RFP@ECOTERRACONSULTING.COM	200	4/4, 4/10	4/4 VOICEMAIL AND EMAIL, 4/10 PHONE CALL AND EMAIL	11	31
ENTECH ENGINEERING	646-722-0000/ RHEDAYATI@ENTECH.NYC	200	4/4, 4/10, 4/11, 4/16	4/4 VOICEMAIL AND EMAIL, 4/10 VOICEMAIL, 4/11 EMAIL, 4/16 EMAIL	11	31
ENOVATE ENGINEERING	908-363-5299/ THUFF@ENOVATEENGINEERING.COM	600	4/22	4/22 EMAIL	11	31
INFINITE CONSULTING CORP.	516-331-1679/ EHIRANI@INFINITECONSULTINGCORP.COM	900	4/5, 4/10, 4/11	4/5 VOICEMAIL, EMAIL, PHONE CALL, 4/10 PHONE CALL, 4/11 EMAIL	11	37
LMW ENGINEERING GROUP	908-882-7600/ MRYAN0206@LMW-ENG.COM	550	4/9, 4/11	4/9 EMAIL, 4/11 EMAIL	11	37
WINDSOR ELECTRICAL CONTRACTING	718-850-6523/ ANDYR@WINDSOR-NYC.COM	600	4/5, 4/11, 4/15	4/5 PHONE CALL AND EMAIL, 4/11 PHONE CALL, 4/15 EMAIL	11	31
DBE ELECTRIC	518-825-7878	600	5/10, 5/13	5/10 EMAIL, 5/13 EMAIL	11	37
JOE'S PEST CONTROL	718-493-1845/ JOES@JPESTCONTROL.COM	900	4/5, 4/22	4/5 PHONE CALL AND EMAIL, 4/22 EMAIL	11	31
GIN SKYE	518-501-1515/ ESTIMATING@GINSKYE.COM	600	4/17	4/17 VOICEMAIL AND EMAIL	26- WILL CALL ME BACK	36
BOHEMIA GARDEN CENTER	631-580-3140/ CARLSNYDER@OPTIMUM.NET	600	4/5, 4/12	4/5 PHONE CALL AND EMAIL, 4/12 EMAIL	11	31

HTC LANDSCAPING INC.	631-427-1659/ HEIDI.HTC@LANDSCAPING@G MAIL.COM	600		4/5, 4/12, 4/22	4/5 PHONE CALL AND EMAIL, 4/12 PHONE CALL AND EMAIL, 4/22 EMAIL	11		37
MCCAREY LANDSCAPING	845-590-1711/ GREG@MCCAREYLANDSCAPING.COM	600		4/5, 4/12	4/5 VOICEMAIL AND EMAIL, 4/12 VOICEMAIL	26- DID NOT RETURN CALL		36
SWEET HOLLOW MANAGEMENT CORP	631-427-2350/ INFO@SWEETHOLLOWCORP.COM	600		4/5	4/5 PHONE CALL AND EMAIL	26- WILL CALL ME BACK		36
SAGONA LANDSCAPING	718-948-5734/ SAGONALTD@AOL.COM	600		4/5	4/5 PHONE CALL AND EMAIL	26- NOT INTERESTED		32
BERNSTEIN ASSOCIATES PHOTOGRAPHERS	914-674-9100/ BIDS@BERNSTEINASSOCIATE S.COM	999		4/4, 4/9	4/4 PHONE CALL AND EMAIL, 4/9 EMAIL	11		37
DIRECT DIGITAL PHOTOGRAPHY	631-838-5920/ CATHY@DDPNY.COM	999		4/4 4/5	4/4 EMAIL, 4/5 PHONE CALL AND EMAIL	11		31
JOEY G'S MEMORIES	718-982-7007/ MIKES@JGMV.COM	999		4/4, 4/5	4/4 EMAIL, 4/5 EMAIL	11		37
AMERICAN PILE AND FOUNDATION LLC	718-313-0467/ YTSIRLIN@AMERICANPILELLC.COM	700		4/4, 4/19, 4/15, 4/16, 4/18	4/4 PHONE CALL AND EMAIL, 4/9 PHONE CALL, 4/15 EMAIL AND PHONE CALL, 4/16 EMAIL, 4/18 EMAIL	11		31
TRI-STATE GROUNDWATER SOLUTIONS	646-250-7087/ SEAN.XU@TRISTATEGROUN D WATER.COM	999		4/22	4/22 EMAIL	11		37
HOLBROOK PLASTIC PIPE SUPPLY	631-588-8880/ INFO@WORLDPIPEINC.COM	700		4/4, 4/12, 4/15, 4/16	4/4 PHONE CALL AND EMAIL, 4/12 PHONE CALL AND EMAIL, 4/15 PHONE CALL, 4/16 PHONE CALL AND EMAIL	11		37
METROFAB PIPE INC.	516-349-7373/ FRANK@METROFABINC.COM	700		4/10, 4/15, 4/6	4/10 PHONE CALL AND EMAIL, 4/15 PHONE CALL, 4/16 EMAIL	11		31
ADVERTISING AND ARTISTIC SIGNS. CORP.	718-441-8651/ ANASIGNS@GMAIL.COM	600		4/5, 4/10, 4/17	4/5 PHONE CALL AND EMAIL, 4/10 EMAIL, 4/17 PHONE CALL AND EMAIL	11		37
AVS GROUP	917-650-5050/ RAFTQ@AVSGROUP.US	600		4/17	4/17 PHONE CALL AND EMAIL	26- WILL CALL ME BACK		36
SAFETY MARKING INC.	203-333-6870/ KDJTULLIO@SAFETYMARKIN G.NET	600		4/5, 4/10	4/5 VOICEMAIL AND EMAIL, 4/10 EMAIL	11		37
HIRANI ENGINEERING AND LAND SURVEYING	516-248-1010/ JPIKE@HIRANIGROUP.COM	600		4/4, 4/10, 4/15	4/4 PHONE CALL AND EMAIL, 4/10 PHONE CALL AND EMAIL, 4/15 EMAIL	11		37
JT HICKS ASSOCIATES	516-284-7623/ JHICKS@JTHICKSASSOCIATE S.COM	600		4/5	4/5 PHONE CALL	12		37
BLACKRIDGE CONSTRUCTION	347-590-3797/ BLACKRIDGE@BLACKRIDGE CONSTRUCTIONLLC.COM	800		4/5, 4/11, 4/15	4/5 EMAIL, 4/11 PHONE CALL AND EMAIL, 4/15 PHONE CALL AND EMAIL	14		36
MUNOZ TRUCKING CORP.	201-428-2968/ DFU@MUNOZTRUCKING.NET	800		4/5, 4/11, 4/19	4/5 EMAIL, 4/11 PHONE CALL AND EMAIL, 4/19 PHONE CALL	11		31

D-STAR WATERPROOFING	516-378-6660/ ANTHONY@D-STARWATERPROOFERS.COM	550	4/17	4/17 EMAIL	11	37
<b>MWBE Response Codes</b>						
Submitted Written Quote	11					
Submitted Verbal Quote	12					
Negotiating with Prime	13					
Developing Quote	14					
Not Certified for Items(s)	21					
Location Unacceptable	22					
No Price Agreement	23					
No Time for Bid	24					
Schedule Unacceptable	25					
Other*	26					
<b>Bidder Action Codes</b>						
Other*						26
Selected						31
Unavailable						32
No Longer in Business						33
Undeliverable						34
Unreachable						35
Unresponsive						36
Not Selected						37
*Provide written explanation						

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**

**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. M/WBE Schedule of Utilization (Part 1 and Part 2)

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

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

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

**NOTES:**

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2627).
- (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 page 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 03/2018)

- (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:**

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



(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: PAUL J. SCARANO INC

Name of Project: STORM SEWERS ELVIRA AVE SEA 200548

Location of Project: BEACH 8th STREET QUEENS N.Y.

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

Name: PAT LARKIN P.E

Title: PROJECT ENGINEER Phone Number: 718.391.1958

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

CONSTRUCTION OF STORM SEWERS, WATERMAIN, UTILITY WALL

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

Amount of Contract, Subcontract or Sub-subcontract: \$1,747,360

Start Date and Completion Date: 7/2011 - 1/2012

\*\*\*\*\*

Name of Contractor: PAUL J. SCARANO INC

Name of Project: CONSTRUCTION OF STORM SEWERS KIRKIN AVE

Location of Project: STATON ISLAND N.Y.

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

Name: Sam Riad

Title: ENGINEER IN CHARGE Phone Number: 718.391.1800

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

CONSTRUCTION OF STORM SEWERS IN KIRKIN AVE, LAUNDING AVE, STORM SEWERS, WATERMAIN

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

Amount of Contract, Subcontract or Sub-subcontract: \$1,022,568

Start Date and Completion Date: 1/07 - 7/07

**ATTACHMENT 1 - BID INFORMATION**

**PROJECT ID: HWK2013GB(SAND13GB)**

**PIN: 8502018HW0044C**

Description and Location of Work:

RECONSTRUCTION OF  
GERRITSEN BEACH AREA

INCLUDING UNDER SEK20069 REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER MAIN IN  
GERRITSEN BEACH AREA

Together with Traffic Signal, Street Lighting  
And All Work Incidental Thereto

BOROUGH OF BROOKLYN  
CITY OF NEW YORK

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

Submission of Bids To: 30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Before 11:00 A.M. on APRIL 18, 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 APRIL 18, 2019

Pre-Bid Conference: Yes \_\_\_\_\_ No X  
If Yes, Mandatory \_\_\_\_\_ Optional: \_\_\_\_\_  
Time and Date: \_\_\_\_\_  
Location: \_\_\_\_\_

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

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

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

Agency Contact Person: Lorraine Holley  
Phone: 718-391-2601 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.

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**LIST OF DRAWINGS**

**PROJECT ID: HWK2013GB(SAND13GB)  
PIN: 8502018HW0044C**

<b>SHEET NO.</b>	<b>DESCRIPTION</b>
1	TITLE SHEET
2	LEGEND AND ABBREVIATION
3	CONSTRUCTION KEYMAP AND INDEX OF DRAWING
4-6	GENERAL NOTES
7-9	SURVEY CONTROLS
10	DETAILS OF TYPICAL SHARED STREET
11	TYPICAL CROSS- SECTION AND SPECIAL DETAILS
12-21	HIGHWAY CONSTRUCTION PLAN
22-37	HIGHWAY PROFILE
38	UTILITY KEYMAP
39-51	UTILITY PLAN AND PROFILE
52	DEP PROPOSED LINING KEYMAP
53-57	DEP PROPOSED LINING
58-65	PAVEMENT MARKINGS PLANS
66	TRAFFIC SIGNAL PLANS
67-69	STREET LIGHTING PLANS
70	FIRE DEPARTMENT MAP
71-79	MAINTENANCE OF TRAFFIC PLANS
80-88	RECORD OF BORINGS

(NO TEXT ON THIS PAGE)

# 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 6.XXX 7.XXX 8.XXX (Except 8.01 XXX; see below) 9.XXX	NYC Department of Transportation ("DOT") Standard Highway Specifications, as amended in the R-Pages, located in Volume 3 of 3 herein;  <p style="text-align: center;"><b>AND</b></p> NYC DOT Standard Details of Construction;  <p style="text-align: center;"><b>OR,</b></p> <b><i>if the item is not contained within the Standard Specifications</i></b> , then see the applicable New Sections in the I-Pages, located in Volume 3 of 3 herein.
1.XXX 50.XXX through 55.XXX 60.XXX through 66.XXX 70.XXX through 79.XXX (Except 79.11XXX; see below) DSS XXX DSW XXX	NYC Department of Environmental Protection ("DEP") Standard Sewer and Water Main Specifications, as amended in the R-Pages and SW-Pages, located in Volume 3 of 3 herein;  <p style="text-align: center;"><b>AND</b></p> NYC DOT Specifications for Trunk Main Work;  <p style="text-align: center;"><b>AND</b></p> NYC DOT Sewer Design Standards;  <p style="text-align: center;"><b>AND</b></p> NYC DOT Water Main Standard Drawings;  <p style="text-align: center;"><b>OR,</b></p> <b><i>if the item is not contained within the Standard Specifications</i></b> , then see the Amendments to the Standard Sewer and Water Main Specifications in the SW-Pages, located in Volume 3 of 3 herein.
GI-XXX PM-XXX ROW XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein  <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 HW-XXX MX.XXX MP XXX NYC-XXX NYCT-XXX NYPD-XXX P XXX PK-XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein.
BMP-XXX	Specifications for Construction of Best Management Practice (BMP) and Mitigation Area in the BMP-Pages, located in Volume 3 of 3 herein.
E XXX ME XXX	Specifications for the Specialty Electrical Works in the EL-Pages, located in Volume 3 of 3 herein.
SL-XXX	NYC DOT Division of Street Lighting Specifications <p style="text-align: center;"><b>AND</b></p> NYC Division of Street Lighting Standard Drawings.
T-XXX	NYC DOT Specifications for Traffic Signals and Intelligent Transportation Systems <p style="text-align: center;"><b>AND</b></p> 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.

**(NO FURTHER TEXT ON THIS PAGE)**





Department of  
Design and  
Construction

4/17/2019 11:39 AM

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

CONTRACT PIN: 8502018H-W0044C  
PROJECT ID: HWK2013GB  
REBID: N/A

## BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.  
Alterations must be initiated in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:  
B - 3 [REVISION # 2] Through B - 28 [REVISION # 2]

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.  
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN  
THE BID FORM IN THIS BID BOOKLET.



Department of  
Design and  
Construction

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

PROJECT ID: HWK2013GB  
CONTRACT PIN: 8502018HW0044C  
REBID: N/A

4/17/2019 11:39 AM

# BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
001	4.02 AB-R ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	2,000.00	S.Y.	19	00	38,000 00
002	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	18,500.00	S.Y.	24	00	444,000 00
003	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	15,200.00	S.Y.	36	00	547,200 00
004	4.02 CB ASPHALTIC CONCRETE MIXTURE	3,550.00	TONS	170	00	603,500 00
005	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	720.00	C.Y.	400	00	288,000 00
006	4.04 HA CONCRETE BASE FOR PAVEMENT, 6" THICK (HIGH-EARLY STRENGTH)	2,550.00	C.Y.	400	00	1,020,000 00
007	4.08 AA CONCRETE CURB (18" DEEP)	750.00	L.F.	85	00	63,750 00
008	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	1,060.00	L.F.	110	00	116,600 00



Department of  
Design and  
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWK2013GB  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
009	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	360.00	L.F.	140	00	50,400	00
010	4.11 CA FILL, PLACE MEASUREMENT	1,065.00	C.Y.	1	00	1,065	00
011	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	5,000.00	S.F.	15	00	75,000	00
012	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	38,820.00	S.F.	16	00	621,120	00
013	4.13 CI EMBEDDED CAST IRON DETECTABLE WARNING UNITS	15,500.00	S.F.	32	00	496,000	00
014	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	725.00	S.F.	20	00	14,500	00
015	4.15 TOPSOIL	40.00	C.Y.	60	00	2,400	00
016	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	1.00	EACH	1460	00	1460	00



Department of  
Design and  
Construction

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

PROJECT ID: HWK2013GB

CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
017	4.16 GA TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES	1.00	EACH	1800	00	1,800	00
018	4.16 STUMP STUMP REMOVAL	1.00	UNITS	1150	00	1,150	00
019	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	5.00	EACH	420	00	2,100	00
020	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	1.00	EACH	600	00	600	00
021	4.18 D MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	1.00	EACH	1100	00	1,100	00
022	4.18 R TREE ROOT PRUNING (UNDER 12" Cal.)	1.00	EACH	1340	00	1,340	00
023	4.21 TREE CONSULTANT	70.00	P/HR	90	00	6,300	00
024	50.21M3E024D 24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	30.00	L.F.	1300	00	39,000	00



Department of  
Design and  
Construction

4/17/2019 11:39 AM

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

PROJECT ID: HWK2013GB  
CONTRACT PIN: 8502018HW0044C

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
025	50.21M3E036D 36" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	135.00	L.F.	1600	00	216,000 00
026	50.31MC12 12" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	25.00	L.F.	800	00	20,000 00
027	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	1,050.00	L.F.	1700	00	1,785,000 00
028	50.41M6E12 12" D.I.P. CLASS 56 STORM SEWER, ENCASED IN CONCRETE	435.00	L.F.	1,700	00	739,500 00
029	51.21S0A1000E STANDARD MANHOLE TYPE A-1 ON EXISTING SEWER	18.00	EACH	6,200	00	111,600 00
030	51.21S0A1000V STANDARD MANHOLE TYPE A-1	15.00	EACH	7,000	00	105,000 00
031	51.21S0A2000V STANDARD MANHOLE TYPE A-2	1.00	EACH	21,000	00	21,000 00
032	51.21S0B1000V STANDARD MANHOLE TYPE B-1	9.00	EACH	12,000	00	108,000 00



Department of  
Design and  
Construction

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

PROJECT ID: HWK2013GB

CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
033	51.21S0C1036E STANDARD MANHOLE TYPE C-1 ON EXISTING 36" SEWER	3.00	EACH	20,000	00	60,000	00
034	51.41D002 STANDARD DOUBLE CATCH BASIN, TYPE 2	2.00	EACH	22,000	00	44,000	00
035	51.41S001 STANDARD CATCH BASIN, TYPE 1	20.00	EACH	11,000	00	220,000	00
036	51.41S002 STANDARD CATCH BASIN, TYPE 2	25.00	EACH	11,000	00	275,000	00
037	51.41W000 SHALLOW CATCH BASIN	21.00	EACH	10,000	00	210,000	00
038	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	1,810.00	L.F.	400	00	724,000	00
039	52.31V06S10 6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	50.00	EACH	200	00	10,000	00
040	52.41D06R 6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	300.00	L.F.	1	00	300	00



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

PROJECT ID: HWK2013GB  
CONTRACT PIN: 8502018HW0044C

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REBID: N/A

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COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
041	52.41V06R 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	800.00	L.F.	1	00	800	00
042	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	1,685.00	L.F.	5	00	8425	00
043	55.11AB ABANDONING BASINS AND INLETS	18.00	EACH	1	00	18	00
044	6.02 AAN UNCLASSIFIED EXCAVATION	10,105.00	C.Y.	125	00	1,263,125	00
045	6.09 B CONCRETE HEADER (12" WIDE X 24" DEEP)	7,670.00	L.F.	149	00	1,142,830	00
046	6.09 C CONCRETE HEADER (6" WIDE X 24" DEEP)	15,200.00	L.F.	115	00	1,748,000	00
047	6.25 RS TEMPORARY SIGNS	6,070.00	S.F.	1	00	6,070	00
048	6.26 TIMBER CURB	28,100.00	L.F.	1	00	28,100	00



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				DOLLARS	CTS	DOLLARS	CTS
049	6.28 AA LIGHTED TIMBER BARRICADES	23,926.00	L.F.	1.00		23,926.00	00
050	6.40 D ENGINEER'S FIELD OFFICE (TYPE D)	42.00	MONTH	11,000.00		462,000.00	00
051	6.41 LINE AND GRADE SURVEYS	1.00	L.S.	150,000.00		150,000.00	00
052	6.43 D DIGITAL PHOTOGRAPHS	2,040.00	SETS	13.00		26,520.00	00
053	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	28,000.00	L.F.	1.00		28,000.00	00
054	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	56,000.00	L.F.		01	560.00	00
055	6.50 CLEANING OF DRAINAGE STRUCTURES	95.00	EACH	1.00		95.00	00
056	6.52 CG CROSSING GUARD Unit price bid shall not be less than: \$ 30.00	19,000.00	P/HR	30.00		570,000.00	00





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				DOLLARS	CTS	
057	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	27,000.00	L.F.		01	270 00
058	6.55 SAWCUTTING EXISTING PAVEMENT	7,000.00	L.F.	3	00	21,000 00
059	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	3,400.00	C.Y.	20	00	68,000 00
060	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	1,050.00	C.Y.	95	00	99,750 00
061	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	861.00	S.F.	1	00	861 00
062	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	656.00	L.F.	1	00	656 00
063	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	123.00	S.F.	39	00	4797 00
064	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	1,476.00	L.F.	12	00	17,712 00



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				DOLLARS	CTS	
065	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	697.00	S.F.	40 00		27,880 00
066	6.83 BA INSTALLING TRAFFIC SIGNS	820.00	S.F.	25 00		20,500 00
067	6.83 BB INSTALLING TRAFFIC SIGN POSTS	1,476.00	L.F.	25 00		36,900 00
068	6.84 B LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 3,000.00	1.00	F.S.	3,000 00		\$3,000 00
069	6.86 AA FURNISHING NEW STREET NAME SIGNS	410.00	S.F.	60 00		24,600 00
070	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	1,066.00	L.F.	19 00		20,254 00
071	6.86 BA INSTALLING STREET NAME SIGNS	410.00	S.F.	29 00		11,890 00
072	6.86 BB INSTALLING STREET NAME SIGN POSTS	1,066.00	L.F.	28 00		29,848 00



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				DOLLARS	CTS	
073	6.87 PLASTIC BARRELS	6,600.00	EACH	5 00	00	33,000 00
074	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	16,860.00	L.F.	5 00	00	84,300 00
075	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	850.00	L.F.	60 00	00	51,000 00
076	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	7,075.00	L.F.	75 00	00	530,625 00
077	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	2,875.00	L.F.	110 00	00	316,250 00
078	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	1,025.00	L.F.	170 00	00	174,250 00
079	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	7,331.00	L.F.	225 00	00	1,649,475 00
080	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	3,076.00	L.F.	235 00	00	722,860 00



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				DOLLARS	CTS	DOLLARS	CTS
081	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24- -INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	38.00	TONS	4000.00		152,000.00	00
082	60.18BJC20EL FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	32.00	EACH	1.00		32.00	00
083	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	48.00	EACH	1200.00		57,600.00	00
084	61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	59.00	EACH	2,200.00		129,800.00	00
085	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	20.00	EACH	3,800.00		76,000.00	00
086	61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	900.00		2,700.00	00
087	61.11TWC04 FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	1,000.00		3,000.00	00



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				DOLLARS	CTS	DOLLARS	CTS
088	61.11TWC06 FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	1400	00	4200	00
089	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	48.00	EACH	740	00	35,520	00
090	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	59.00	EACH	740	00	43,660	00
091	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	20.00	EACH	1,110	00	22,200	00
092	61.12TWC03 SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	1	00	3	00
093	61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	1	00	3	00
094	61.12TWC06 SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	1	00	3	00
095	62.11SD FURNISHING AND DELIVERING HYDRANTS	48.00	EACH	4000	00	192,000	00



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				DOLLARS	CTS	DOLLARS	CTS
096	62.12SE SETTING HYDRANTS TO NEW GRADE USING EXTENSION KITS	8.00	EACH	1200	00	9600	00
097	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	48.00	EACH	1200	00	<del>57,600</del> 57,600	00
098	62.13RH REMOVING HYDRANTS	44.00	EACH	1	00	44	00
099	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	112.00	EACH	400	00	44,800	00
100	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	96.00	TONS	1	00	96	00
101	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2- INCH OR LARGER SCREW TAPS	50.00	EACH	600	00	30,000	00
102	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	260.00	EACH	285	00	74,100	00
103	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	500.00	L.F.	1	00	500	00



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				DOLLARS	CTS	DOLLARS	CTS
104	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	2,600.00	L.F.	1	00	2,600	00
105	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	750.00	L.F.	1	00	750	00
106	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3- INCH DIAMETER)	3,900.00	L.F.	80	00	312,000	00
107	64.13WC08 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	6.00	EACH	2040	00	12,240	00
108	64.13WC12 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	3.00	EACH	2320	00	6,960	00
109	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	1,000.00	LBS.	1	00	1,000	00
110	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 2.00	13,000.00	L.F.	2	00	26,000	00



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				DOLLARS	CTS		
111	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	79,100.00	S.F.		10	7,910 00	00
112	65.51PC FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	30.00	C.Y.	1 00		30 00	00
113	65.61SS FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	6,000.00	LBS.		01	60 00	00
114	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	1,000.00	C.Y.		01	10 00	00
115	7.12 A PROCTOR ANALYSIS	38.00	EACH	150 00		5,700 00	00
116	7.12 B IN-PLACE SOIL DENSITY TEST	114.00	EACH	150 00		17,100 00	00
117	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 10,000.00	36.00	MONTH	10,000 00		360,000 00	00

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				DOLLARS	CTS	DOLLARS	CTS
118	7.36 PEDESTRIAN STEEL BARRICADES	28,075.00	L.F.	1	00	28,075	00
119	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 15,000.00	1.00	L.S.	15,000	00	15,000	00
120	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 65.00	6,120.00	EACH	65	00	397,800	00
121	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	6,120.00	EACH	12	00	73,440	00
122	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 70.00	2,880.00	BLOCK	70	00	201,600	00
123	70.13MN MINI-PILES (GROUTED)	4,400.00	V.F.	206	00	906,400	00



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				DOLLARS	CTS	DOLLARS	CTS
124	70.21DK DECKING	4,720.00	S.Y.	1	00	4,720	00
125	70.31FN FENCING Unit price bid shall not be less than: \$ 1.50	26,481.00	L.F.	2	00	52,962	00
126	70.41K088762650 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8876 LOT NO. 2650 - TWO (2) STORY FRAME, RESIDENTIAL (120 VAN COURT)	1.00	L.S.	73,312	00	73,312	00
127	70.41K088762842 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8876, LOT NO. 2842 - ONE AND HALF (1.5) STORY FRAME, RESIDENTIAL (12 BARTLETT PLACE)	1.00	L.S.	73,312	00	73,312	00
128	70.41K088762844 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8876 LOT NO. 2844 - ONE (1) STORY FRAME, RESIDENTIAL (14 BARTLETT PLACE)	1.00	L.S.	73,312	00	73,312	00
129	70.41K088762846 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8876 LOT NO. 2846 - TWO (2) STORY FRAME, RESIDENTIAL (16 BARTLETT PLACE)	1.00	L.S.	73,312	00	73,312	00



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				DOLLARS	CTS	DOLLARS	CTS
130	70.41K089000910 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8900 LOT NO. 910 - ONE (1) STORY FRAME, RESIDENTIAL (58 ABBEY COURT)	1.00	L.S.	73,312	00	73,312	00
131	70.41K089070636 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8907 LOT NO. 636 - ONE (1) STORY FRAME, RESIDENTIAL (62 CANTON COURT)	1.00	L.S.	73,312	00	73,312	00
132	70.41K089070842 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8907 LOT NO. 642 - TWO (2) STORY FRAME, RESIDENTIAL (68 CANTON COURT)	1.00	L.S.	73,312	00	73,312	00
133	70.41K089140294 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8914, LOT NO. 294 - ONE (1) STORY BRICK, RESIDENTIAL (2820 GERRITSEN AVENUE)	1.00	L.S.	73,312	00	73,312	00
134	70.41K089140506 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8914, LOT NO. 506 - TWO (2) STORY BRICK, RESIDENTIAL (104 FRANK COURT)	1.00	L.S.	73,312	00	73,312	00
135	70.41K089140508 SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8914, LOT NO. 508 - ONE (1) STORY BRICK, RESIDENTIAL (102 FRANK COURT)	1.00	L.S.	73,312	00	73,312	00



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				DOLLARS	CTS		
136	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	150.00	C.Y.	75	00	11,250	00
137	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	150.00	C.Y.	15	00	2,250	00
138	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 12.50	1,500.00	C.Y.	12	50	18,750	00
139	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	11,620.00	S.F.		05	581	00
140	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	20.00	C.Y.	1	00	20	00
141	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	30.00	C.Y.	62	50	1,875	00



Department of  
Design and  
Construction

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

PROJECT ID: HWK2013GB  
CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
142	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	80.00	C.Y.	62	50	5,000.00
143	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 12.50	245.00	C.Y.	13	00	3,185.00
144	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 9.00	3,440.00	C.Y.	9	00	30,960.00
145	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	60,000.00	LBS.	1	00	60,000.00
146	76.11CR CONSTRUCTION REPORT	1.00	L.S.	35,000	00	35,000.00
147	76.21MR MONITORING AND POST-CONSTRUCTION REPORT	1.00	L.S.	50,000	00	50,000.00



Department of  
Design and  
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWK2013GB  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
148	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	2,500.00	TONS	37	00	92,500 00
149	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	16.00	SETS	2,000	00	32,000 00
150	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	300.00	TONS	61	00	18,300 00
151	8.01 S HEALTH AND SAFETY	1.00	L.S.	364,778	00	364,778 00
152	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	90.00	DAY	1,200	00	108,000 00
153	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	90.00	SETS	3,000	00	270,000 00
154	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	1,300.00	S.F.	8	00	10,400 00
155	8.02 AB-S SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB AND SIDEWALK WORK	87,175.00	S.F.	1	00	87,175 00



Department of  
Design and  
Construction

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

PROJECT ID: HWK2013GB

CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
156	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	270.00	L.F.	18	00	4860 00
157	8.06 SHEET MEMBRANE WATERPROOFING	37,398.00	S.F.	3	00	112,194 00
158	8.32 BARK CHIP MULCH	10.00	S.Y.	24	00	240 00
159	9.30 STORM WATER POLLUTION PREVENTION	1.00	L.S.	75,000	00	75,000 00
160	SL-21.02.02 FURNISH AND INSTALL A STANDARD WOOD POLE	24.00	EACH	3420	00	82,080 00
161	SL-22.03.16 FURNISH TYPE LED COBRA HEAD TYPE STREET LIGHT LUMINAIRE, SPECIFICATION #466 (MAX. 110 WATTS)	90.00	EACH	750	00	67,500 00
162	SL-24.01.04 REMOVE BRACKET, LUMINAIRE AND CONTROL, IF ANY, FROM WOOD POLE	61.00	EACH	670	00	40,870 00
163	SL-24.01.05 FURNISH AND INSTALL FABRICATED STEEL 8 FT BRACKET WITH HARDWARE ON WOOD POLE, AS PER DRAWING J-3585.	91.00	EACH	945	00	85,995 00



Department of  
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWK2013GB  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
164	SL-25.01.07 FURNISH AND INSTALL FIRE ALARM BRACKET ON WOOD POLE	1.00	EACH	640	00	640 00
165	SL-26.01.01 FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	85.00	EACH	153	00	13,005 00
166	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	1,340.00	L.F.	8	00	10,720 00
167	SL-33.03.01 FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	670.00	L.F.	8	00	5360 00
168	UTL-6.01.1 GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 1,040.00	9.00	EACH	1040	00	9360 00
169	UTL-6.01.3 GAS MAIN CROSSING SEWER 36" THRU 42" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 2,040.00	1.00	EACH	2040	00	2040 00
170	UTL-6.01.8 GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01) Unit price bid shall not be less than: \$ 465.00	26.00	EACH	465	00	12,090 00





Department of  
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Construction

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

PROJECT ID: HWK2013GB  
CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
171	UTL-6.01.9 GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (\$6.01) Unit price bid shall not be less than: \$ 485.00	29.00	EACH	485	00	14,065	00
172	UTL-6.02 EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (\$6.02) Unit price bid shall not be less than: \$ 715.00	20.00	EACH	715	00	14,300	00
173	UTL-6.03 REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03) Unit price bid shall not be less than: \$ 15.00	300.00	L.F.	15	00	4,500	00
174	UTL-6.03.1 REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (\$6.03) Unit price bid shall not be less than: \$ 25.00	300.00	L.F.	25	00	7,500	00
175	UTL-6.04 ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04) Unit price bid shall not be less than: \$ 35.00	15.00	EACH	35	00	525	00
176	UTL-6.05 ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05) Unit price bid shall not be less than: \$ 65.00	20.00	EACH	65	00	1,300	00



Department of  
Design and  
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWK2013GB  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

## BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
177	UTL-6.06 SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	500.00	C.Y.	180		90,000.00
178	UTL-6.07 TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	50.00	C.Y.	100		5,000.00
179	UTL-GCS-ZWS GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	1.00	F.S.	50,000	00	\$50,000.00
				<b>SUB-TOTAL: \$</b>		<b>24,506,038.00</b>
180	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	1,864,962.00		1,864,962.00



Department of  
Design and  
Construction

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

PROJECT ID: HWK2013GB

CONTRACT PIN: \$502018HW0044C

4/17/2019 11:39 AM

REBID: N/A

# BID SCHEDULE FORM

COL 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE ( IN FIGURES ) DOLLARS	COL. 6 EXTENDED AMOUNT ( IN FIGURES ) DOLLARS	CTS
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TOTAL BID PRICE: \$ 26,371,000.00

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.  
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN  
THE BID FORM IN 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: HWK2013GB (SAND13GB)**  
**RECONSTRUCTION OF GERRITSEN BEACH AREA**  
**INCLUDING UNDER SEK20069**  
**REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER MAIN**  
**IN GERRITSEN BEACH AREA**

**Together with Traffic Signal, Street Lighting  
And All Work Incidental Thereto**  
**BOROUGH OF BROOKLYN**  
**CITY OF NEW YORK**

Name of Bidder: Paul J. Scariano, Inc.

Date of Bid Opening: April 23, 2019

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

Place of Business of Bidder: 12 Potter Avenue, New Rochelle, NY 10801

Bidder's Telephone Number: 914-623-9200      Fax Number: 914-623-9201

Bidder's E-Mail Address: bidadmin@ipjs.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: Dominic Parisi, PE  
9 Shippen Road, Armonk, NY 10504

Name and Home Address of Secretary: Dominic Parisi, PE  
9 Shippen Road, Armonk, NY 10504

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

## BID FORM

Paul J. Scariano, Inc.

The above-named Bidder affirms and declares:

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

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

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

4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page C-6 of this Bid Booklet.

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

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

6. **Compliance Report**

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated, April 25, 1980, on Equal Employment Compliance of the contract, (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.

**NO TEXT ON THIS PAGE**

**BID FORM**

**PROJECT ID. : HWK2013GB (SAND13GB)**

**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)

\$ ~~27,669,972.00~~ <sup>26,371,000.00</sup> *de*

*BB 5/17/19*

**BIDDER'S SIGNATURE AND AFFIDAVIT**

**Bidder:** Paul J. Scariano, Inc.

**By:**

*Paul*  
\_\_\_\_\_  
(Signature of Partner or corporate officer)

**Attest:**  
(Corporate Seal)

*[Signature]*  
\_\_\_\_\_  
Secretary of Corporate Bidder

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



**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_ being duly sworn says:

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss: \_\_\_\_\_ being duly sworn says:

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

STATE OF NEW YORK, COUNTY OF Westchester ss: \_\_\_\_\_ being duly sworn says:

I am the Chief Executive Officer of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at Bronxville NY.  
I have knowledge of the several matters therein stated, and they are in all respects true.

Paul S  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this \_\_\_\_\_ day of April, 2019

Laura Eisenhardt  
Notary Public

LAURA EISENHARDT  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 43-4985933  
Qualified in Richmond County  
Commission Expires September 3, 2021

**AFFIRMATION**

**PROJECT ID.** HWK2013GB (SAND13GB)

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: Paul J. Scariano, Inc.  
Address: 12 Potter Avenue  
City New Rochelle State New York Zip Code 10801

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

- A - Individual or Sole Proprietorship\*  
SOCIAL SECURITY NUMBER  
-----
- B - Partnership, Joint Venture or other unincorporated organization  
EMPLOYER IDENTIFICATION NUMBER  
-----
- C- Corporation  
EMPLOYER IDENTIFICATION NUMBER  
11-3304697  
-----

By:   
Signature

Title: Chief Executive Officer

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, PAUL J. SCARIANO, INC.  
12 POTTER AVENUE  
NEW ROCHELLE, NY 10801

hereinafter referred to as the "Principal", and FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
300 INTERPACE PARKWAY, MORRIS CORP. I  
PARSIPPANY, NJ 07054

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

\_\_\_\_\_  
TEN PERCENT OF AMOUNT BID

\_\_\_\_\_  
(\$10% 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: HWK2013GB (SAND13GB)

\_\_\_\_\_  
RECONSTRUCTION OF GERRITSEN BEACH AREA INCLUDING UNDER SEK20069 REPLACEMENT OF STORM SEWER,

\_\_\_\_\_  
SANITARY SEWER AND WATER MAIN IN GERRITSEN BEACH AREA, BOROUGH OF BROOKLYN, CITY OF NEW YORK

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

- (a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- (b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and
- (c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 12th day of April, 2019.

(Seal)

PAUL J. SCARIANO, INC. (L.S.)

Principal

By: Paul J. Scariano

(Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By: Penny Rocco

PENNY ROCCO, ATTORNEY-IN-FACT

LAURA EISENHARDT  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 43-4985933  
Qualified in Richmond County  
Commission Expires September 3, 2021

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of WESTCHESTER ss:  
On this 12<sup>th</sup> day of April, 2019, before me personally came  
Paul Scariano to me known, who, being by me duly sworn, did depose and say  
that he resides at Bronxville N.Y.  
that he is the CEO of Paul J. Scariano Inc  
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.

Laura Eisenhardt  
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 York )

:SS:

County of Suffolk )

On the 12th day of April, 2019, before me personally came Penny Rocco to me known, who, being by me duly sworn, did depose and say the (s)he resides at Melville, NY that (s)he is the Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.

JENNIFER SPADARO  
Notary Public, State of New York  
Reg. No. 01SP5017514  
Qualified in Suffolk County  
Commission Expires September 7, 2021

*Jennifer Spadaro*

Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Glenn GLUBIAK, Jennifer SPADARO, Penny ROCCO and David A. GOLDSTEIN, all of Melville, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of June, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*Michael Bond*

Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 22nd day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12<sup>th</sup> day of April, 2019.



*David McVicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**THE FIDELITY AND DEPOSIT COMPANY**  
OF MARYLAND  
1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition**  
As Of December 31, 2018

**ASSETS**

Bonds .....	\$ 245,255,635
Stocks .....	22,855,569
Cash and Short Term Investments .....	3,092,872
Reinsurance Recoverable .....	73,242,781
Federal Income Tax Recoverable .....	42,258
Other Accounts Receivable .....	4,801,363
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 349,290,278</b>

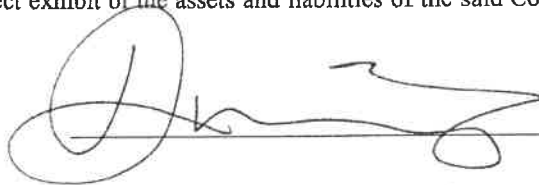
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 106,785
Ceded Reinsurance Premiums Payable .....	46,727,605
Remittances and Items Unallocated .....	125,000
Payable to parents, subs and affiliates .....	28,621,373
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 75,580,762</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	268,709,716
Surplus as regards Policyholders .....	273,709,716
<b>TOTAL .....</b>	<b>\$ 349,290,478</b>

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

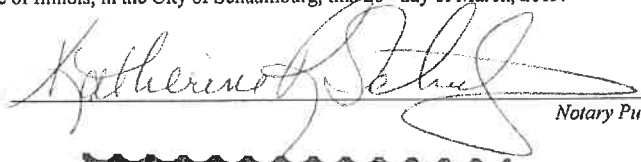
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20<sup>th</sup> day of March, 2019.

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



## 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:

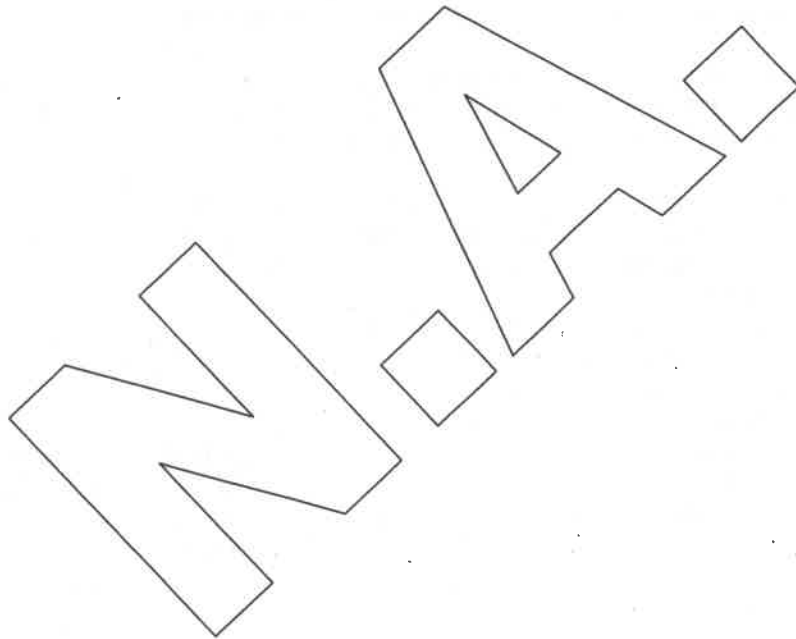
- (a) entering into an agreement with the Contractor allowing the Contractor to complete the Contract;
- (b) revoking the Contractor's pre-qualification to bid or make proposals;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring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

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

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

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

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



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

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

**Contract Overview**

**APT E- Pin #** 85019B0024 **FMS Project ID#:** HWK2013GB (SAND13GB)

**Project Title/ Agency PIN #** RECONSTRUCTION OF GERRITSEN BEACH AREA/8502018HW0044C

**Bid/Proposal Response Date** APRIL 18, 2019

**Contracting Agency** Department of Design and Construction

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

**Contact Person Telephone #** Emmanuel K. Charles M/WBE Compliance Analyst  
718-391-1450 emmanuel.charles@ddc.nyc.gov

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

PROJECT ID: HWK2013GB (SAND13GB)  
RECONSTRUCTION OF GERRITSEN BEACH AREA  
INCLUDING UNDERPASS 20069  
REPLACEMENT OF SEWER, PRIMARY SEWER AND WATER MAIN  
GERRITSEN BEACH AREA  
Signal, Street Lighting  
Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK

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

**Prime Contract Industry:** Construction

Group	Percentage
Unspecified*	N.A. %
or	
Black American	UNSPECIFIED*
Hispanic American	UNSPECIFIED*
Asian American	UNSPECIFIED*
Women	UNSPECIFIED*
<b>Total Participation Goals</b>	<b>N.A. %</b> <b>Line 1</b>

*\*Note: The M/WBE requirements do apply as included in Volume 3*  
*\*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- 85019B0024  
PIN #: \_\_\_\_\_

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

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

**Contract Overview**

APT E- Pin # 85019B0024 FMS Project ID#: HWK2013GB (SAND13GB)

Project Title/ Agency PIN # RECONSTRUCTION OF GERRITSEN BEACH AREA/8502018HW0044C

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 Telephone # Emmanuel K. Charles M/WBE Compliance Analyst

718-391-1450 email@ddc.nyc.gov

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

PROJECT ID: HWK2013GB (SAND13GB)  
RECONSTRUCTION OF GERRITSEN BEACH AREA  
INCLUDING UNDER SINK  
REPLACEMENT OF STORM SEWER, RY SEWER AND WATER MAIN  
GERRITSEN BEACH AREA  
Signal, Street Lighting  
Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK

**M/WBE Participation Goals for Services**

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

Prime Contract Industry: **Construction**

Group	Percentage
Unspecified*	N.A. %
or	
Black American	UNSPECIFIED*
Hispanic American	UNSPECIFIED*
Asian American	UNSPECIFIED*
Women	UNSPECIFIED*
<b>Total Participation Goals</b>	<b>N.A. %</b> <b>Line 1</b>

\*Note: the M/WBE requirements do apply as included in Volume 3

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

**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**

<b>Tax ID #</b> _____	<b>FMS Vendor ID #</b> _____
<b>Business Name</b> _____	<b>Contact Person</b> _____
<b>Address</b> _____	
<b>Telephone #</b> _____	<b>Email</b> _____

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

**PRIME CONTRACTOR OBTAINED PARTIAL PARTICIPATION GOALS APPR ADOPTING MODIFIED M/WBE**

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

## 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: Paul J. Scariao, Inc.

Project ID Number: HWK2013GB/Sand3GB

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: HWK2013GB

- **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 a member of the General Contractors Association

See attached

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

By: *Paul*

(Signature of Partner or Corporate Officer)

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

Chief Executive Officer

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

April 23, 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: Paul J. Scariano, Inc.DDC Project Number: HWK2013GB

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>    X    </u>	<u>    X    </u>
Residential Building Construction	<u>        </u>	<u>        </u>
Nonresidential Building Construction	<u>    X    </u>	<u>        </u>
Heavy Construction, except building	<u>    X    </u>	<u>    X    </u>
Highway and Street Construction	<u>    X    </u>	<u>    X    </u>
Heavy Construction, except highways	<u>    X    </u>	<u>    X    </u>
Plumbing, Heating, HVAC	<u>    X    </u>	<u>        </u>
Painting and Paper Hanging	<u>        </u>	<u>        </u>
Electrical Work	<u>    X    </u>	<u>        </u>
Masonry, Stonework and Plastering	<u>    X    </u>	<u>    X    </u>
Carpentry and Floor Work	<u>    X    </u>	<u>    X    </u>
Roofing, Siding, and Sheet Metal	<u>    X    </u>	<u>        </u>
Concrete Work	<u>    X    </u>	<u>    X    </u>
Specialty Trade Contracting	<u>        </u>	<u>        </u>
Asbestos Abatement	<u>        </u>	<u>        </u>
Other (specify)	<u>        </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	<u>INTRASTATE RATE</u>	<u>INTERSTATE RATE</u>
2018	<u>.87</u>	
2017	<u>.82</u>	
2016	<u>.78</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
2018	<u>309,818</u>	<u>- 0 -</u>
2017	<u>233,079</u>	<u>- 0 -</u>
2016	<u>175,791</u>	<u>3.41</u>

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

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

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

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

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

YES  NO Accident on previous DDC Project(s).

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

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

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

Date: April 23, 2019

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

Title: Chief Executive Officer

## 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
SEE ATTACHED					

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: PAUL J SCARIANO INC

NYS Vendor ID: -113304697

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:									
Agency/Owner	Telephone No.	Award Date	Amount	Date Completed					
1. Agency/Owner DORMITORY AUTHORITY OF THE STATE OF NY	(347) 590-9041	4/6/2017	\$7,745,000.00	1/31/2019					
Contact Person CHRIS WUEST	Designer Architect and /or Design Engineer								
Contract No. CR 15	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
2. Agency/Owner PORT AUTHORITY OF NY & NJ	(212) 435-5106	4/22/2016	\$3,165,000.00	12/2017					
Contact Person JIM CLEARY	Designer Architect and /or Design Engineer								
Contract No. WTC964.954	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
3. Agency/Owner TRIBOROUGH BRIDGE & TUNNEL AUTHORITY	(212) 304-5026	12/18/2014	\$19,254,730.00	4/2017					
Contact Person WILLIAM NEWBAUER	Designer Architect and /or Design Engineer								
Contract No. HH-88A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
4. Agency/Owner BATTERY PARK CITY AUTHORITY	(212) 417-4337	6/18/2016	\$6,973,285.00	10/6/2018					
Contact Person ANTHONY BUQUICCHIO	Designer Architect and /or Design Engineer								
Contract No. NO.16-2346	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
5. Agency/Owner PORT AUTHORITY OF NY & NJ	(201) 216-2840	12/30/2015	\$8,867,274.00	12/15/2017					
Contact Person BOB KEARNEY	Designer Architect and /or Design Engineer								
Contract No. HT-224.116	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: **PAUL J SCARIANO INC**NYS Vendor ID: **-113304697**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:									
6.	Agency/Owner BROOKLYN BRIDGE PARK	Telephone No. (718) 724-6438	Award Date 12/23/2015	Amount \$11,711,817.00	Date Completed 5/2018				
	Contact Person PATRICIA KIRSHNER	Designer Architect and /or Design Engineer							
	Contract No. PIER 5	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
7.	Agency/Owner NYC TRANSIT AUTHORITY	Telephone No. (718) 751-6812	Award Date 3/1/2014	Amount \$7,821,000.00	Date Completed 11/2015				
	Contact Person AGIS ECONOMOPOULOS	Designer Architect and /or Design Engineer							
	Contract No. P36418	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
8.	Agency/Owner TRIBOROUGH BRIDGE & TUNNEL AUTHORITY	Telephone No. (212) 870-6500	Award Date 4/25/2016	Amount \$19,000,000.00	Date Completed 5/31/2019				
	Contact Person IRSHOD HUQ	Designer Architect and /or Design Engineer							
	Contract No. RK-75	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
9.	Agency/Owner NYC EDC / C/O SKANSKA	Telephone No. (646) 369-9675	Award Date 2/2016	Amount \$10,169,416.00	Date Completed 5/31/2019				
	Contact Person NANCY DELORENZO	Designer Architect and /or Design Engineer							
	Contract No. EDC1215024	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
10.	Agency/Owner	Telephone No.	Award Date	Amount	Date Completed				
	Contact Person	Designer Architect and /or Design Engineer							
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				



**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
SEE ATTACHED							

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN: 11-3304697

Question 3.1: List all current uncompleted construction contracts.									
Agency/Owner	Telephone No.	Award Date	Amount	Date Completed	Prime or Sub	Joint Venture (JV) Name, if applicable	Amount Sublet to Others	Uncompleted Amount	EIN of JV, if applicable
1. Port Authority of NY & NJ	212-435-5513	8/10/2015	\$ 26,437,000	12/31/2020	Prime	Design Architect and/or Design Engineer			
Contact Person Mourad Rahman									
Contract No. WTC 974.880.13								\$ 17,827,199	
Agency/Owner NYC Transit Authority									
Contact Person Masood Ashraf	646-252-4262	June 18, 2018	\$ 23,441,377	October 18, 2020	Prime	Design Architect and/or Design Engineer			
Contract No. A-37123									
Agency/Owner NYC Transit Authority									
Contact Person Adrian Dias	646-252-3090	Oct. 26, 2018	\$ 8,348,000	Sept. 26, 2020	Prime	Design Architect and/or Design Engineer			
Contract No. A-36996								\$ 15,799,574	
Agency/Owner Port Authority NY & NJ									
Contact Person Mourad Rahman	212-435-5516	Nov 16, 2018	\$ 4,213,000	Sept. 16, 2019	Prime	Design Architect and/or Design Engineer			
Contract No. WTC 964.958A								\$ 6,968,178	
Agency/Owner Port Authority NY & NJ									
Contact Person Mourad Rahman	212-435-5516	Nov 16, 2018	\$ 4,213,000	Sept. 16, 2019	Prime	Design Architect and/or Design Engineer			
Contract No. WTC 964.958A								\$ 3,628,965	
Agency/Owner Port Authority NY & NJ									
Contact Person Mourad Rahman	212-435-5516	Nov 16, 2018	\$ 4,213,000	Sept. 16, 2019	Prime	Design Architect and/or Design Engineer			
Contract No. WTC 964.958A								\$ 3,628,965	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN: 11-3304697

Question 3.1: List all current uncompleted construction contracts.										
5.	Agency/Owner NYC Transit Authority	Telephone No. 646-252-4350	Award Date April 17, 2018	Amount \$ 15,690,000	Date Completed June 17, 2020	EIN of JV, if applicable	Uncompleted Amount \$ 11,190,885	Date Completed August 31, 2019	EIN of JV, if applicable	
	Contact Person George Terreros	Design Architect and/or Design Engineer		Amount Sublet to Others \$ 3,500,000	Award Date August 31, 2017					Amount \$ 4,369,415
	Contract No. A-37110	Prime or Sub Prime	Joint Venture (JV) Name, if applicable							
6.	Agency/Owner NYC Parks & Recreation	Telephone No. 917-890-5565	Award Date August 31, 2017	Amount \$ 4,369,415	Date Completed August 31, 2019	EIN of JV, if applicable	Uncompleted Amount \$ 1,492,942	Date Completed March 1, 2020	EIN of JV, if applicable	
	Contact Person Vito Taverna	Design Architect and/or Design Engineer		Amount Sublet to Others \$ 1,500,000	Award Date April 12, 2018					Amount \$ 3,979,540
	Contract No. Q448-112MA	Prime or Sub Prime	Joint Venture (JV) Name, if applicable							
7.	Agency/Owner NYC Dept of Design & Construction	Telephone No. 718-391-2045	Award Date April 12, 2018	Amount \$ 3,979,540	Date Completed March 1, 2020	EIN of JV, if applicable	Uncompleted Amount \$ 2,143,397	Date Completed July 27, 2020	EIN of JV, if applicable	
	Contact Person Adwait Das, PE	Design Architect and/or Design Engineer		Amount Sublet to Others \$ 397,955	Award Date Sept. 27, 2018					Amount \$ 9,410,000
	Contract No. QED 1047	Prime or Sub Prime	Joint Venture (JV) Name, if applicable							
8.	Agency/Owner NYC Transit Authority	Telephone No.	Award Date Sept. 27, 2018	Amount \$ 9,410,000	Date Completed July 27, 2020	EIN of JV, if applicable	Uncompleted Amount \$ 6,527,990	Date Completed	EIN of JV, if applicable	
	Contact Person Luis Pena	Design Architect and/or Design Engineer		Amount Sublet to Others \$ 3,400,000	Award Date					Amount
	Contract No. A-37685	Prime or Sub Prime	Joint Venture (JV) Name, if applicable							
Total Contract Amount		Total Contract Amount		Total Contract Amount		Total Contract Amount		Total Contract Amount		
\$ 15,690,000		\$ 4,369,415		\$ 3,979,540		\$ 9,410,000		\$ 3,400,000		
Amount Sublet to Others		Amount Sublet to Others		Amount Sublet to Others		Amount Sublet to Others		Amount Sublet to Others		
\$ 3,500,000		\$ 1,500,000		\$ 397,955		\$ 9,410,000		\$ 3,400,000		

**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
A-37202- Component Repairs Bronx and Manhattan	Heavy Construction	\$ 10,400,000.		NYC Transit Authority Abraham Samson - 646-252-4736	

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

(NO TEXT ON THIS PAGE)

**VENDEX COMPLIANCE**

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

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

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

Name of Bidder: Paul J. Scariano, Inc.  
Bidder's Address: 12 Potter Avenue, New Rochelle, NY 10801  
Bidder's Telephone Number: 914-623--9200  
Bidder's Fax Number: 914-623-9201  
Date of Bid Opening: April 23, 2019  
PROJECT ID: HWK2013GB

**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: Paul Scariano

# Certificate of No Change Form

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

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

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

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

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

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

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

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

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

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

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

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

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



# Principal Questionnaire

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



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

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

## **Certification** *This section is required.*

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

### **Certified By:**

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

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

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

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

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

### **Notarized By:**

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

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

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

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

## **IRAN DIVESTMENT ACT COMPLIANCE RIDER**

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

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

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

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

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

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

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

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

*[Please Check One]*

**BIDDER'S CERTIFICATION**

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

*Paul J*

\_\_\_\_\_  
SIGNATURE

Paul Scariano

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

Chief Executive Officer

\_\_\_\_\_  
TITLE

Sworn to before me this  
23 day of April, 2019

*Laura Eisenhardt*

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

Dated: 4.23.19

LAURA EISENHARDT  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 43-4985933  
Qualified in Richmond County  
Commission Expires September 3, 2021

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

**CONSTRUCTION**

**EMPLOYMENT**

**REPORT**

**(NO TEXT ON THIS PAGE)**

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

**CONSTRUCTION EMPLOYMENT REPORT**  
**INSTRUCTIONS**

**WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT**

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

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

Prime Contractor:

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

Subcontractor:

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

**WHERE TO FILE**

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

**DLS REVIEW PROCESS**

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

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

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

**Certificate of Approval**

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

**Continued Approval Certificate**

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

**Conditional Certificate of Compliance**

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

**Determination of Nonperformance**

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

## HOW TO COMPLETE THE EMPLOYMENT REPORT

### Contents

**General Information**

**Part I: Contractor/Subcontractor Information**

**Part II: Employment Policies and Practices**

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

**Signature Page**

### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

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

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

**PART II: EMPLOYMENT POLICIES AND PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE**

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

The City of New York Department of Small Business Services  
Division of Labor Services Contract Compliance Unit  
110 William Street, New York, New York 10038  
Phone: (212) 513 - 8323  
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 \_\_\_\_\_  
Member of GCA
6. Are you a Veteran owned company? Yes  No

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

7. 11-33046987 bidadmin@ipjs.com  
Employer Identification Number or Federal Tax I.D. Email Address
8. Paul J. Scariano, Inc.  
Company Name
9. 12 Potter Avenue, New Rochelle, NY 10801  
Company Address and Zip Code
10. Paul Scariano 914-623-9200  
Chief Operating Officer Telephone Number
11. Laura Eisenhardt 914-623-9200  
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: 125

14. Contract information:

(a) NYC DDC  
Contracting Agency (City Agency)

(b) \$ 27,669,972.<sup>00</sup>  
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:

RECONSTRUCTION OF GERRITSON BEACH AREA

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 X 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 X 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 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 X

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.

- X (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- X (b) Disability, life, other insurance coverage/description
- X (c) Employee Policy/Handbook
- X (d) Personnel Policy/Manual
- X (e) Supervisor's Policy/Manual
- X (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- X (g) Collective bargaining agreement(s).
- X (h) Employment Application(s)
- X (i) Employee evaluation policy/form(s).
- X (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 ___      | No <u>X</u> |
| (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 ___      | No <u>X</u> |
| (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.  
IN EMPLOYEE FILE IN 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.  
IN CORPORATE HANDBOOK

25. Does the company have a current affirmative action plan(s) (AAP) NO  
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 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) Paul Scariano 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.

Paul J. Scariano, Inc.  
Contractor's Name

Laura Eisenhardt Vice President Bid Administration  
Name of person who prepared this Employment Report Title

Paul Scariano Chief Executive Officer  
Name of official authorized to sign on behalf of the contractor Title

914-623-9200  
Telephone Number

Paul Scariano April 23, 2019  
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 23rd day of April 20 19

Laura Eisenhardt Paul Scariano April 23, 2019  
Notary Public Authorized Signature Date

**LAURA EISENHARDT**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 43-4985933  
Qualified in Richmond County  
Commission Expires September 3, 2021

**FORM B: PROJECTED WORKFORCE**

Trade: Cabaret

Union Affiliation, if applicable  
731

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):  
0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	43	1	4	0	0					
H										
A										
TRN										
TOT	3	1	4	0	0					

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

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:

Concrete labors

Union Affiliation, if applicable

1010

Total (Col. #1-10):

4

Total Minority, Male & Female

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

3

Total Female

(Col. #6 - 10):

0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	1	0	3	0	0					
H										
A										
TRN										
TOT	1	0	3	0	0					

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: Carpenter

Union Affiliation, if applicable  
U

Total (Col. #1-10):  
3

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
0

Total Female  
(Col. #6 - 10):  
0

	MALES					FEMALES				
	(1) White Non Hispanic	(2) Black Non Hispanic	(3) Hispanic	(4) Asian	(5) Native Amer.	(6) White Non Hispanic	(7) Black Non Hispanic	(8) Hispanic	(9) Asian	(10) Native Amer.
J	3	0	0	0	0					
H										
A										
TRN										
TOT	3	0	0	0	0					

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

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

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

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

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

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

14. Contract information:

(a) \_\_\_\_\_ (b) \_\_\_\_\_  
Contracting Agency (City Agency) Contract Amount

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

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

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

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

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

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

If yes, attach a copy of such certificate.

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

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

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

If yes, attach a copy of such findings.

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

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

## PART II: DOCUMENTS REQUIRED

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

If yes, is the medical examination given:

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

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

\_\_\_\_\_

\_\_\_\_\_

24. Do you have a written equal employment opportunity (EEO) policy? Yes\_\_\_ No\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

- \_\_\_\_ Minorities and Women
- \_\_\_\_ Individuals with handicaps
- \_\_\_\_ Other. Please specify \_\_\_\_\_

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes\_\_\_ No\_\_\_

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

---

---

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

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

---

---



**SIGNATURE PAGE**

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Name of person who prepared this Employment Report Title

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

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

\_\_\_\_\_  
Signature of authorized official Date

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

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

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

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

**Only original signatures accepted.**

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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

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

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

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

**OWNERSHIP CODES**

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

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

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

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

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

Total (Col. #1-10):

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

Total Female (Col. #6 - 10):

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

**FORM C: CURRENT WORKFORCE**

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

Total (Col. #1-10):

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

Total Female  
(Col. #6 - 10):

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

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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 - 8323 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



BUILDING INTEGRITY & PROFESSIONALISM

Paul J. Scariano, Inc  
PJS Electric, Inc  
PJS Drilling & Drilling, Inc  
R. Fisher Properties, LLC  
iPJS, LLC

## Equal Employment Opportunity (EEO) Policy

THIS POLICY IS IN EFFECT FROM 7-22-15 UNTIL SUPERCEDED  
EXECUTIVE APPROVAL: Paul S DATE: 7-22-15

### Purpose:

To ensure the equal treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, religious beliefs, or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training, and apprenticeship, promotion, upgrading, demotion, downgrading, layoff, recall, transfer, leaves of absence, compensation and training.

### Policy Statement:

It is the strict policy of Paul J. Scariano, Inc. at each level within its organization to ensure that all individuals are treated fairly and with a uniform code of standards that apply only to each employees' ability to perform his/her job description. In this way we can ensure the equal treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, religious beliefs, genetic information, veterans status or citizenship status in all employment decisions including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

### Outreach Initiatives:

Advertise in general circulation, trade publications, State agency publications of minority or women's business focused media, etc., concerning employment opportunities. Maintain a list of minority or women's business-focused publications that may be utilized to solicit MBEs or WBEs.

### Record Keeping:

We will review the qualification of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promoting and transferring.

### Enforcement:

As with any corporate policy, suspected infraction of this policy are to be immediately brought to the attention of an employee's immediate supervisor. If the supervisor is the suspected party or takes no substantial action, then the employee should contact the Organizations EEO supervisor, Laura Eisenhardt by any means necessary and reasonable. An employee deemed to be working contrary to this policy will be subject to disciplinary action, including termination if so merited by the gravity of the infraction.

We have set up a website dedicated to reporting misconduct - [whistleblower@ipjs.com](mailto:whistleblower@ipjs.com). We are committed to keeping your issues and identity confidential. If you use our anonymous e-mail address, your information will be shared only with those who have a need to investigate or audit the claim.

THIS IS A POLICY IN THE EMPLOYEE MANUAL

Rev. 6/8/15



Certification Regarding Lobbying

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Paul J. Scovano Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Paul J. Scovano

Signature of Contractor's Authorized Official

Paul Scovano CEO  
Name and Title of Contractor's Authorized Official

4-23-19  
Date

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

## ADDENDA CONTROL SHEET

BID OPENING DATE: April 18, 2019

PROJECT NO.: HWK2013GB

DESCRIPTION: THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE BOROUGH OF BROOKLYN.

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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: HWK2013GB  
THE RECONSTRUCTION OF GERRITSEN BEACH AREA

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK  
ADDENDUM NO. 1

DATED: April 8, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the BID BOOKLET, VOLUME 1 OF 3, BID SCHEDULE;  
Delete the BID SCHEDULE in its entirety;  
Substitute the attached revised BID SCHEDULE [REVISION # 1].  
CHANGES MADE: Item No. 62.12SE & Item No. 62.125G have been added.
2. 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 and FORTY-EIGHT (48) pages of attachments.

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

Paul J. Scavone Inc.  
Name of Bidder

By: Anna E. [Signature]

Augustine Kadukanmakal  
Augustine Kadukanmakal, P.E.  
Acting Executive Director

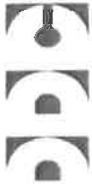


NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0044C  
Project ID HWK2013CB

BID SCHEDULE

- NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM. Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B-3 through B-49 [REVISION # 1]

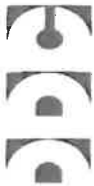


Contract PIN 8502018HW0044C  
 Project ID HWK2013GB

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

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 BID PAGES

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.02 AB-R (001)	2,000.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	\$	—	\$	—
4.02 AF-R (002)	18,500.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	\$	—	\$	—
4.02 AG (003)	15,200.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$	—	\$	—
4.02 CB (004)	3,550.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$	—	\$	—



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BID PAGES

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

Contract PIN 8502018HW0044C  
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.04 H (005)	720.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$		\$	
4.04 HA (006)	2,550.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 6" THICK (HIGH-EARLY STRENGTH)	\$		\$	
4.08 AA (007)	750.0 L.F.	CONCRETE CURB (18" DEEP)	\$		\$	
4.09 BD (008)	1,060.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	\$		\$	



Contract PIN 8502018HW0044C  
Project ID HWK2013GB

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

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.09 CD (009)	360.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$		\$	
4.11 CA (010)	1,065.0 C.Y.	FILL, PLACE MEASUREMENT	\$		\$	
4.13 AAS (011)	5,000.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$		\$	
4.13 BAS (012)	38,820.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$		\$	

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BID PAGES



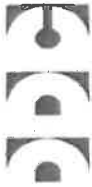
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0044C

Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.13 CI (013)	15,500.0 S.F.	EMBEDDED CAST IRON DETECTABLE WARNING UNITS	\$	—	\$
4.13 DE (014)	725.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$	—	\$
4.15 (015)	40.0 C.Y.	TOPSOIL	\$	—	\$
4.16 AA (016)	1.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$	—	\$





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BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.16 CA (017)	1.0 EACH	TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES	\$	---	\$
4.16 STUMP (018)	1.0 UNITS	STUMP REMOVAL	\$	---	\$
4.18 A (019)	5.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$	---	\$
4.18 B (020)	1.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$	---	\$

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Contract PIN 8502018HW0044C  
Project ID HWR2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.18 D (021)	1.0 EACH	MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	\$		\$
4.18 R (022)	1.0 EACH	TREE ROOT PRUNING (UNDER 12" Cal.)	\$		\$
4.21 (023)	70.0 P/HR	TREE CONSULTANT	\$		\$
50.21M3E024D (024)	30.0 L.F.	24" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	\$		\$



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BID PAGES

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
50.21M3E030D (025)	135.0 I.F.	30" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	\$		\$	
50.31MC12 (026)	25.0 I.F.	12" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	\$		\$	
50.31SC10 (027)	1,050.0 I.F.	10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	\$		\$	
50.41M6E12 (028)	435.0 I.F.	12" D.I.P. CLASS 56 STORM SEWER, ENCASED IN CONCRETE	\$		\$	

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

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			DOLLARS	CTS	
51.21S0A1000E (029)	18.0 EACH	STANDARD MANHOLE TYPE A-1 ON EXISTING SEWER	\$		\$
51.21S0A1000V (030)	15.0 EACH	STANDARD MANHOLE TYPE A-1	\$		\$
51.21S0A2000V (031)	1.0 EACH	STANDARD MANHOLE TYPE A-2	\$		\$
51.21S0B1000V (032)	9.0 EACH	STANDARD MANHOLE TYPE B-1	\$		\$



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BID PAGES

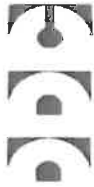
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
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Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
51.21S0C1036E (033)	3.0 EACH	STANDARD MANHOLE TYPE C-1 ON EXISTING 36" SEWER	\$	---	\$
51.41S001 (034)	65.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$	---	\$
51.41W000 (035)	3.0 EACH	SHALLOW CATCH BASIN	\$	---	\$
52.11D12 (036)	1,810.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$	---	\$

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BID PAGES



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

Contract PIN

8502018HW0044C

Project ID

HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
52.31V06S10 (037)	50.0 EACH	6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	\$		\$	
52.41D06R (038)	300.0 L.F.	6" D.I.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$		\$	
52.41V06R (039)	800.0 L.F.	6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$		\$	
53.11DR (040)	1,685.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$		\$	



Contract PIN 8502018HW0044C  
 Project ID HWK2013GB

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

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	DOLLARS
55.11AB (041)	18.0 EACH	ABANDONING BASINS AND INLETS	\$		\$
6.02 AAN (042)	10,105.0 C.Y.	UNCLASSIFIED EXCAVATION	\$		\$
6.09 B (043)	7,670.0 L.F.	CONCRETE HEADER (12" WIDE X 24" DEEP)	\$		\$
6.09 C (044)	15,200.0 L.F.	CONCRETE HEADER (6" WIDE X 24" DEEP)	\$		\$

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

Contract PIN 8502018HW0044C

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.25 RS (045)	6,070.0 S.F.	TEMPORARY SIGNS	\$		\$	
6.26 (046)	28,100.0 L.F.	TIMBER CURB	\$		\$	
6.28 AA (047)	23,926.0 L.F.	LIGHTED TIMBER BARRICADES	\$		\$	
6.40 D (048)	42.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE D)	\$		\$	



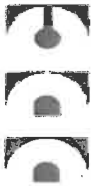


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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.41 (049)	1.0 L.S.	LINE AND GRADE SURVEYS	\$		\$	
6.43 D (050)	2,040.0 SETS	DIGITAL PHOTOGRAPHS	\$		\$	
6.44 (051)	28,000.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$		\$	
6.49 (052)	56,000.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$		\$	



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			DOLLARS	CTS	
6.50 (053)	95.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$		\$
6.52 CG (054)	19,000.0 P/HR	CROSSING GUARD	\$		\$
6.53 (055)	27,000.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$		\$
6.55 (056)	7,000.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$		\$

Unit price bid shall not be less than: \$ 30.00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	DOLLARS
6.67 (057)	3,400.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$		\$
6.75 (058)	1,050.0 C.Y.	GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	\$		\$
6.82 A (059)	861.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$		\$
6.82 B (060)	656.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$		\$

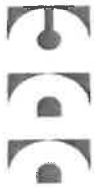
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
6.83 AA (061)	123.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$	—	\$
6.83 AB (062)	1,476.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$	—	\$
6.83 AR (063)	697.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$	—	\$
6.83 BA (064)	820.0 S.F.	INSTALLING TRAFFIC SIGNS	\$	—	\$



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
6.83 BB (065)	1,476.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$		\$	
6.84 B (066)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 3,000.00	\$	3,000.00	\$	3,000.00
6.86 AA (067)	410.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$		\$	
6.86 AB (068)	1,066.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$		\$	

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			DOLLARS	CTS	
6.86 BA (069)	410.0 S.F.	INSTALLING STREET NAME SIGNS	\$ _____	_____ CTS	\$ _____
6.86 BB (070)	1,066.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ _____	_____ CTS	\$ _____
6.87 (071)	6,600.0 EACH	PLASTIC BARRELS	\$ _____	_____ CTS	\$ _____
6.91 (072)	16,860.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ _____	_____ CTS	\$ _____



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
60.11R606 (073)	850.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$	—	\$
60.11R608 (074)	7,075.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$	—	\$
60.11R612 (075)	2,875.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$	—	\$
60.12D06 (076)	1,025.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$	—	\$

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
60.12D08 (077)	7,331.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$
60.12D12 (078)	3,076.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$
60.13M0A24 (079)	38.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$		\$
60.16BJC20EL (080)	32.0 EACH	FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	\$		\$





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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
61.11DMM06 (081)	48.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	---	\$
61.11DMM08 (082)	59.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	---	\$
61.11DMM12 (083)	20.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	---	\$
61.11TWC03 (084)	3.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	---	\$

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			DOLLARS	CTS	
61.11TWC04 (085)	3.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.11TWC06 (086)	3.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.12DMM06 (087)	48.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.12DMM08 (088)	59.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
61.12DMM12 (089)	20.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	—	\$	—
61.12TWC03 (090)	3.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	—	\$	—
61.12TWC04 (091)	3.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	—	\$	—
61.12TWC06 (092)	3.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$	—	\$	—



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			DOLLARS	CTS	
62.11SD (093)	48.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$		\$
62.12SE (094)	8.0 EACH	SETTING HYDRANTS TO NEW GRADE USING EXTENSION KITS	\$		\$
62.12SG (095)	48.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
62.13RH (096)	44.0 EACH	REMOVING HYDRANTS	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
62.14FS (097)	112.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$		\$	
63.11VC (098)	96.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$		\$	
64.11EL (099)	50.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$		\$	
64.11ST (100)	260.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$		\$	

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			DOLLARS	CTS	
64.12COEG (101)	500.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$		\$
64.12COLT (102)	2,600.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$		\$
64.12ESEG (103)	750.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$		\$
64.12ESLT (104)	3,900.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$		\$



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			DOLLARS.	CTS	DOLLARS	CTS
64.13WC08 (105)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$		\$	
64.13WC12 (106)	3.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$		\$	
65.11BR (107)	1,000.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$		\$	
65.21PS (108)	13,000.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE  Unit price bid shall not be less than: \$ 2.00	\$		\$	



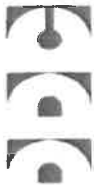
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			DOLLARS	CTS	
65.31FF (109)	79,100.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC  Unit price bid shall not be less than: \$ 0.10	\$		\$
65.51PC (110)	30.0 C.Y.	FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	\$		\$
65.61SS (111)	6,000.0 LBS.	FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	\$		\$
65.71SG (112)	1,000.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$		\$





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			DOLLARS	CTS	DOLLARS
7.12 A (113)	38.0 EACH	PROCTOR ANALYSIS	\$		\$
7.12 B (114)	114.0 EACH	IN-PLACE SOIL DENSITY TEST	\$		\$
7.13 B (115)	36.0 MONTH	MAINTENANCE OF SITE  Unit price bid shall not be less than: \$ 10,000.00	\$		\$
7.36 (116)	28,075.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$		\$

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			DOLLARS	CTS	
7.88 AA (117)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING  Unit price bid shall not be less than: \$ 15,000.00	\$		\$
7.88 AB (118)	6,120.0 EACH	RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 65.00	\$		\$
7.88 AC (119)	6,120.0 EACH	BAITING OF RODENT BAIT STATIONS  Unit price bid shall not be less than: \$ 12.00	\$		\$
7.88 AD (120)	2,880.0 BLOCK	WATERBUG BAIT APPLICATIONS  Unit price bid shall not be less than: \$ 70.00	\$		\$



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			DOLLARS	CTS	DOLLARS
70.13MN (121)	4,400.0 V.F.	MINI-PILES (GROUTED)	\$		\$
70.21DK (122)	4,720.0 S.Y.	DECKING	\$		\$
70.31FN (123)	26,481.0 L.F.	FENCING	\$		\$
70.41K088762650 (124)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8876 LOT NO. 2650 - TWO (2) STORY FRAME, RESIDENTIAL (120 IVAN COURT)	Unit price bid shall not be less than: \$ 1.50		

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			DOLLARS	CTS	
70.41K088762842 (125)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8876, LOT NO. 2842 - ONE AND HALF (1.5) STORY FRAME, RESIDENTIAL (12 BARTLETT PLACE)	\$		\$
70.41K088762844 (126)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8876 LOT NO. 2844 - ONE (1) STORY FRAME, RESIDENTIAL (14 BARTLETT PLACE)	\$		\$
70.41K088762846 (127)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8876 LOT NO. 2846 - TWO (2) STORY FRAME, RESIDENTIAL (16 BARTLETT PLACE)	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
70.41K089000910 (128)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8900 LOT NO. 910 - ONE (1) STORY FRAME, RESIDENTIAL (58 ABBEY COURT)	\$		\$	
70.41K089070636 (129)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8907 LOT NO. 636 - ONE (1) STORY FRAME, RESIDENTIAL (62 CANTON COURT)	\$		\$	
70.41K089070642 (130)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO.8907 LOT NO. 642 - TWO (2) STORY FRAME, RESIDENTIAL (68 CANTON COURT)	\$		\$	

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			DOLLARS	CTS	
70.41K089140294 (131)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8914, LOT NO. 294 - ONE (1) STORY BRICK, RESIDENTIAL (2820 GERRITSEN AVENUE)	\$ _____	_____	\$ _____
70.41K089140506 (132)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8914, LOT NO. 506 - TWO (2) STORY BRICK, RESIDENTIAL (104 FRANK COURT)	\$ _____	_____	\$ _____
70.41K089140508 (133)	1.0 L.S.	SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING AND MAINTAINING OF BUILDING AT BROOKLYN BLOCK NO. 8914, LOT NO. 508 - ONE (1) STORY BRICK, RESIDENTIAL (102 FRANK COURT)	\$ _____	_____	\$ _____



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

Contract PIN 8502018HW0044C  
Project ID **HWS2013GB**

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	DOLLARS
70.51EO (134)	150.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT  Unit price bid shall not be less than: \$ 75.00	\$ _____	_____	\$ _____
70.71SB (135)	150.0 C.Y.	STONE BALLAST  Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____
70.81CB (136)	1,500.0 C.Y.	CLEAN BACKFILL  Unit price bid shall not be less than: \$ 12.50	\$ _____	_____	\$ _____
70.91SW12 (137)	11,620.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ _____	_____	\$ _____



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

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
72.11HF (138)	20.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$		\$
73.11AB (139)	30.0 C.Y.	ADDITIONAL BRICK MASONRY  Unit price bid shall not be less than: \$ 62.50	\$		\$
73.21AC (140)	80.0 C.Y.	ADDITIONAL CONCRETE  Unit price bid shall not be less than: \$ 62.50	\$		\$
73.31AE0 (141)	245.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)  Unit price bid shall not be less than: \$ 12.50	\$		\$





Contract PIN 8502018HW0044C  
Project ID HWK2013GB

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

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
73.41AG (142)	3,440.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL  Unit price bid shall not be less than: \$ 9.00	\$		\$	
73.51AS (143)	60,000.0 LBS.	ADDITIONAL STEEL REINFORCING BARS  Unit price bid shall not be less than: \$ 1.00	\$		\$	
76.11CR (144)	1.0 L.S.	CONSTRUCTION REPORT	\$		\$	
76.21MR (145)	1.0 L.S.	MONITORING AND POST-CONSTRUCTION REPORT	\$		\$	

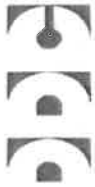


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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.01 C1 (146)	2,500.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$		\$	
8.01 C2 (147)	16.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$		\$	
8.01 H (148)	300.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$		\$	
8.01 S (149)	1.0 L.S.	HEALTH AND SAFETY	\$		\$	



Contract PIN 8502018HW0044C  
Project ID HWK2013GB

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

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.01 W1 (150)	90.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$	---	\$	---
8.01 W2 (151)	90.0 SETS	SAMPLING AND TESTING OF CONTAMINATED WATER	\$	---	\$	---
8.02 A (152)	1,300.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$	---	\$	---
8.02 AB-S (153)	87,175.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB AND SIDEWALK WORK	\$	---	\$	---



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

Contract PIN 8502018HW0044C  
Project ID **RWK2013GB**

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
8.02 B (154)	270.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$		\$	
8.06 (155)	37,398.0 S.F.	SHEET MEMBRANE WATERPROOFING	\$		\$	
8.32 (156)	10.0 S.Y.	BARK CHIP MULCH	\$		\$	
9.30 (157)	1.0 L.S.	STORM WATER POLLUTION PREVENTION	\$		\$	



Contract PIN 8502018HW0044C  
 Project ID HWK2013GB

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	DOLLARS
SL-21.02.02 (158)	24.0 EACH	FURNISH AND INSTALL A STANDARD WOOD POLE	\$		\$
SL-22.03.03 (159)	90.0 EACH	FURNISH AND INSTALL 150 WATT HIGH PRESSURE SODIUM COBRA HEAD LUMINAIRE FOR 100 VOLT LAMP.	\$		\$
SL-24.01.04 (160)	61.0 EACH	REMOVE BRACKET, LUMINAIRE AND CONTROL, IF ANY, FROM WOOD POLE	\$		\$
SL-24.01.05 (161)	91.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 FT. BRACKET WITH HARDWARE ON WOOD POLE, AS PER DRAWING J-3585.	\$		\$



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

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
SL-25.01.07 (162)	1.0 EACH	FURNISH AND INSTALL FIRE ALARM BRACKET ON WOOD POLE	\$		\$
SL-26.01.01 (163)	85.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$		\$
SL-33.02.02 (164)	1,340.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$		\$
SL-33.03.01 (165)	670.0 L.F.	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	\$		\$



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

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
UTL-6.01.1 (166)	9.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (\$6.01)  Unit price bid shall not be less than: \$ 1,040.00	\$	CTS	\$
UTL-6.01.3 (167)	1.0 EACH	GAS MAIN CROSSING SEWER 36" THRU 42" IN DIAMETER (\$6.01)  Unit price bid shall not be less than: \$ 2,040.00	\$	CTS	\$
UTL-6.01.8 (168)	26.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01)  Unit price bid shall not be less than: \$ 465.00	\$	CTS	\$
UTL-6.01.9 (169)	29.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (\$6.01)  Unit price bid shall not be less than: \$ 485.00	\$	CTS	\$

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BID PAGES



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

Contract PIN

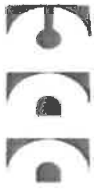
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Project ID

HWF2013CB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
UTL-6.02 (170)	20.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (\$6.02)  Unit price bid shall not be less than: \$ 715.00	\$		\$
UTL-6.03 (171)	300.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03)  Unit price bid shall not be less than: \$ 15.00	\$		\$
UTL-6.03.1 (172)	300.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR NATIONAL GRID WORK ONLY) (\$6.03)  Unit price bid shall not be less than: \$ 25.00	\$		\$
UTL-6.04 (173)	15.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.). (\$6.04)  Unit price bid shall not be less than: \$ 35.00	\$		\$



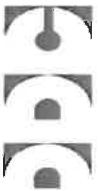


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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
UTL-6.05 (174)	20.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05)  Unit price bid shall not be less than: \$ 65.00	\$		\$
UTL-6.06 (175)	500.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06)  Unit price bid shall not be less than: \$ 180.00	\$		\$
UTL-6.07 (176)	50.0 C.Y.	TEST PITS FOR GAS FACILITIES (\$6.07)  Unit price bid shall not be less than: \$ 100.00	\$		\$
UTL-GCS-2WS (177)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS  PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$	50,000.00	\$ 50,000.00



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

Contract PIN 8502018HW0044C  
Project ID HWK2013GB

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
6.39 B (178)	1.0 LUMP SUM	MOBILIZATION  PRICE BID SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.			\$
SUB-TOTAL:					\$
TOTAL BID PRICE:					\$

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

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

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

**Question 1:**

Due to the complexity of this project and the location of where this job is projected to take place, there has been numerous subcontractors and suppliers reaching out us eagerly requesting a bid extension minimum of 21 days from the original bid letting date of Thursday, April 18th, 2019 to Thursday, May 9th, 2019 For this bid to be competitively priced we strongly request to kindly note that to prepare an exact estimation at per your requirement and to make our best competitive offer we would all need more time.

**DDC's Response:**

*The Bid Date is scheduled for April 18,2019 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:** April 23, 2019

**PROJECT NO.:** HWK2013GB

**DESCRIPTION:** THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE BOROUGH OF BROOKLYN.

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
2	04/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: HWK2013GB  
THE RECONSTRUCTION OF GERRITSEN BEACH AREA

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK  
ADDENDUM NO. 2

DATED: April 15, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment 1 – Bid Information on Page A-1; **Change** the dates shown for Submission of Bids and for Bid Opening from “April 18, 2019” to read “April 23, 2019.”
2. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3, Schedule B – M/WBE Utilization Plan on Page 13 **Change** the dates shown for Submission of Bids and for Bid Opening from “April 18, 2019” to read “April 23, 2019.”
3. For additional information, see the attached ONE (1) page 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 ONE (1) page of attachment**

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

Paul J. Scavano Inc

Name of Bidder

By:

Anna Eisenhardt

Augustine Kadukanmakal

Augustine Kadukanmakal, P.E.  
Executive Director

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

**Question 1:**

Due to the complexity of the above-indicated project and in order to provide you with the competitive proposal, we respectfully request a TWO week bid postponement (until May 2nd, 2019).

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: April 23, 2019

PROJECT NO.: HWK2013GB

DESCRIPTION: THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE BOROUGH OF BROOKLYN.

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
2	04/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
3	04/17/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (11)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
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		<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: HWK2013GB  
**THE RECONSTRUCTION OF GERRITSEN BEACH AREA**  
Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK  
ADDENDUM NO. 3

DATED: April 17, 2019

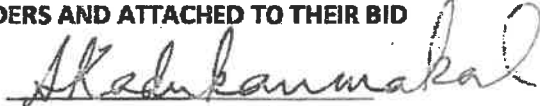
THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the BID BOOKLET, VOLUME 1 OF 3, BID SCHEDULE;  
**Delete** the BID SCHEDULE in its entirety;  
**Substitute** the attached revised BID SCHEDULE [REVISION # 2].  
**CHANGES MADE:** Item No. 50.21M3E036D, 51.41D002, 51.41S002 and SL-22.03.16 have been added.  
Item No. 50.21M3E030D and SL-22.03.03 have been removed.  
Quantities of Item No. 51.41S001 and 51.41W000 have been revised.
2. **Refer** to the BID BOOKLET, VOLUME 3 OF 3, SW pages;  
**Add** the attached, specification for SHEET MEMBRANE WATERPROOFING, item # 8.06.
3. **Refer** to the Contract Drawings, sheet No. 2,9,10,39,40,41,42,47,48,49 and 50 of 93;  
**Delete** sheet No. 2,9,10,39,40,41,42,47,48,49 and 50 of 93 in their entirety;  
**Substitute** the attached revised Contract Drawings, sheet No. 2R,9R,10R,39R,40R,41R,42R,47R,48R,49R and 50R of 93.  
**CHANGES MADE:** All the changes are marked as bubbles.
4. For additional information, see the attached three (3) pages of "Questions Submitted by Bidders and DDC's Responses".

**END OF ADDENDUM NO. 3**

**By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page and THIRTY-FOUR (34) pages of attachments and ELEVEN (11) sheets of drawings**

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

  
Augustine Kadukanmakal, P.E.  
Executive Director



Name of Bidder

By: 



**SECTION 8.06**  
**SHEET MEMBRANE WATERPROOFING**

- 8.06.1 INTENT.** This section describes the furnishing and installation of a rubberized asphalt sheet membrane waterproofing system and protection board.
- 8.06.2 DESCRIPTION.** Under this Item, the Contractor must furnish and install Sheet Membrane Waterproofing including preparing the surface on which the liner is placed at the locations shown on the Contract Drawings or where directed by the Engineer.
- 8.06.3 REFERENCES.**
- (A) ANSI/ASTM D412 Tests for Rubber Properties in Tension
  - (B) ANSI/ASTM E96 Tests for Water Vapor Transmission of Materials in Sheet Form.
  - (C) ANSI/ASTM C836 Test Method for High Solids Content, Cold Liquid Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
  - (D) ANSI/ASTM E154 Testing Materials for use as Vapor Barriers Under Concrete Slabs and as Ground Cover in Crawl Spaces
  - (E) ANSI/ASTM D5385 Test Method for Hydrostatic Pressure Resistance of Waterproofing Membranes
- 8.06.4 MATERIALS.**

- (A) **WATERPROOF MEMBRANE:** Provide self-adhering waterproofing membrane consisting of 56-mil (1.4 mm) thick rubberized asphalt layer integrally bonded to a 4-mil (0.1 mm) cross-laminated, high density polyethylene film.

**PHYSICAL PROPERTIES:**

Property	Test Method	Typical Value
Color		Dark gray-black
Thickness	ASTM D 3767	60-mils (1.5 mm)
Resistance to Hydrostatic Head	ASTM D 5385	231 ft. (70 m)
Tensile Strength, Membrane	ASTM D 412 (C) mod.	325 lbs/in <sup>2</sup> (2240 kPa) min.
Tensile Strength, Film	ASTM D 412	5,000lbs/in <sup>2</sup> (34.5MPa) min.
Elongation, rubberized asphalt	ASTM D 412 (C) mod.	300% minimum
Water Vapor Permeance	ASTM E 96 (B)	0.05 Perms (2.9 ng/m <sup>2</sup> s Pa)
Low Temperature Flexibility	ASTM D 1970	Unaffected at -20°F (-29°C)
Crack Cycling, 100 Cycles	ASTM C 836	Unaffected at -25°F (-32°C)
Peel Strength	ASTM D 903	10 lbs./in. (1.8 kN/m)
Lap Adhesion	ASTM D 1876 mod.	7.0 lbs/in. (1.2 kN/m)
Puncture Resistance, Membrane	ASTM E 154	61 lbs. (0.275 kN)
Water Absorption	ASTM D 570	0.09%
Exposure to Fungi in Soil	GSA-PBS 07115	16 weeks, Unaffected

- (B) Primer, Mastic, and other specified accessory to be provided by membrane manufacturer.
- (C) SEALANT: Single component polyurethane sealant.
- (D) PROTECTION BOARD: Approved material by manufacturer.

**8.06.5.**

**EXECUTION.**

- (A) INSPECTION: Verify that surfaces and site conditions are ready to receive work. Do not start work until all defects have been corrected.

- (B) PREPARATION:

1. Preparation of the surface shall be done in accordance with the sheet membrane manufacturer's written instructions. Surfaces shall be clean and smooth, free of depressions, waves, projections, voids, spalled areas, holes (tie rod or rock pockets), spatters, ridges, and loose aggregate. Any contaminants shall be removed such as grease, oil, and wax.
2. Concrete must be properly cured and dry. Curing time is a minimum of 7 days for normal structural concrete and a minimum of 14 days for lightweight structural concrete. Only self-dissipating curing compounds acceptable to the waterproofing membrane manufacturer shall be used. Resin type curing compounds shall not be used. Porous brick or block shall have smooth trowel-cut mortar joints or parge coat.
3. All concrete surfaces shall have a smooth finish (broom finish is not acceptable).
4. Removable forms shall be removed as soon as possible. Membrane must not be applied to decks with forms in place, unless the forms are vented.
5. Grind irregular construction joints and high spots off to a suitable flush surface.
6. Cracks greater than 1/16" in width shall be cut out to a minimum width of 1/4" with a minimum depth of 1/4", and sealed using polyurethane sealant prior to the installation of the sheet membrane.

- (C) PRIMING:

1. Quick Dry Primer: Apply primer to a properly prepared, clean surface. All surfaces that are to receive a waterproofing membrane shall be primed at the rate of 250 to 300 square feet per gallon. Apply an even coat, and allow to dry. Refer to manufacturer's written application instructions for specific application rates and drying time.
2. Water-Based Primer: Apply primer to a properly prepared, clean surface. All surfaces that are to receive a waterproofing membrane shall be primed at the rate of 350 to 400 square feet per gallon. Apply an even coat, and allow to

dry. Refer to manufacturer's written application instructions for specific application rates and drying time.

(D) APPLICATION:

1. Horizontal: Starting at the low point of the surface and working to the high point, install the sheet waterproofing membrane by simultaneously rolling the sheet into place while pulling and rolling the release paper. Side laps shall be a min. 2.5", and end laps shall be a min. 5". Stagger all end laps. All terminating edges shall be sealed with mastic. Check that the seams are firmly sealed and there are no gaps or fishmouths.
2. Vertical: Apply membrane in lengths not to exceed 8'. Start at the lowest point with the top section overlapping the bottom section by a minimum of 5". If the membrane is terminated on a vertical surface a reglet or counterflashing shall be used. Apply mastic to all terminations.

(E) FLOOD TEST:

1. Before the application of a protection layer, all horizontal applications shall be flood tested with a minimum of 2" head of water for 24 hours.
2. Check for leaks and make repairs immediately. Before flood testing, be sure the structure is capable of withstanding the dead load of the water. Retest after repairs have been made.

(F) MEMBRANE PROTECTION:

1. Vertical surfaces shall be protected immediately following installation of the membrane.
2. Horizontal surfaces shall be protected immediately following the 24 hour flood test. If the flood test is delayed, a temporary protection layer must be installed to protect the membrane from future operations and other trades.

(G) CLEAN UP: In areas where adjacent finished surfaces are soiled by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions. Remove all debris, tools and equipment.

**8.06.6. QUALITY CONTROL.**

(A) QUALIFICATIONS: Applicator shall be a company specializing in the work of this Section and approved by the waterproofing membrane manufacturer.

(B) DELIVERY, STORAGE, AND HANDLING:

1. Deliver products in the manufacturer's original containers, dry and undamaged, seals and labels intact.

2. Store products in weather protected environment out of direct sunlight, below 90°F, above 32°F clear of ground and moisture. All waterproof tarps shall be opaque.
  3. Do not double stack pallets.
- (C) **ENVIRONMENTAL REQUIREMENTS:** Do not apply waterproofing membrane during inclement weather, to a damp or frosty surface, or when ambient temperatures are below 35°F or above 90°F.
- (D) **PREINSTALLATION CONFERENCE:**
1. Convene prior to commencing work of this Section. Meet at project site with installer, sheet membrane waterproofing manufacturer, installers of related work, the Engineer, and the City.
  2. Review installation procedures and coordination required with related work.
- (E) **WARRANTY:** Provide manufacture's standard written 5 year limited material warranty upon completion of the work.

**8.06.5. MEASUREMENT.** The quantity measured for payment shall be the number of square feet of Sheet Membrane Waterproofing furnished and installed in accordance with the Contract Drawings, specifications and to the satisfaction of the Engineer.

**8.06.6. PRICE TO COVER.** The unit price bid per square foot of Sheet Membrane Waterproofing shall include the cost of all labor, materials, equipment, insurance and all incidentals necessary to complete the work, including but not limited to, the cost of preparing the surface upon which the sheet membrane is placed and securing the edges of the sheet membrane; all in accordance with the Contract Drawings, specifications and the direction of the Engineer.

*Payment will be made under:*

Item No.	Item	Pay Unit
8.06	SHEET MEMBRANE WATERPROOFING	S.F.

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

**Question 1:**

On Sheet 39 of 93, there appears to be a double catch basin near the area of Bartlett Place/Plumb Beach Avenue, but there is no pay item for this. Please advise.

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

**Question 2:**

On Sheet 39 of 93, the plan and profile show spot repairs for the 36" RCP Storm Sewer, but there is no pay item for this in the bid item list. Please advise.

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

**Question 3:**

On sheet 41 of 93, the plan shows new 36" Storm Sewers being laid in Bartlett Place, but the profile on Sheet 40 of 93 does not show this. Also, there is no pay item for this in the bid item list. Please advise.

**DDC's Response:**

*Refer to Article No. 3 of this Addendum.*

**Question 4:**

Schedule A (Volume 3 of 3) requires a Project Safety Representative and a Dedicated Full-Time Project Safety Manager. Can one individual perform both roles on the project?

**DDC's Response:**

*If the individual has required qualification, then the person can work as Project Safety Representative and a Dedicated Full-Time Project Safety Manager.*

**Question 5:**

On Sheet 15 of 93, it is shown that full restoration for shared space is needed for Post Court between Plumb Beach Ave and Madoc Ave, and this is stated in the Specific Pavement Restorations in the bid specifications. However, sheet 9 of 93 (Details of Typical Shared Space) does not reference Post Court in their list of streets. Can we assume Post Court will follow the details of the Typical Shared Space drawings?

**DDC's Response:**

*Please refer to Article No. 3 of this Addendum and see revised drawing sheet 9R of 93.*

**Question 6:**

On Sheet 18 of 93, it is shown that resurfacing is needed for Channel Avenue from Celeste Court to Bevy Court, and Channel Avenue between Aster Court to Gerritsen Ave. This is also stated in the Specific Pavement Restorations in the bid specifications. However, sheet 10 of 93 (Typical Cross Section and Special Details) does not reference these locations in their list of streets. Can we assume these two locations will follow the Specific Pavement Restoration Provisions?

**DDC's Response:**

*Please refer to Article No. 3 of this Addendum and see revised drawing sheet 10R of 93.*

**Question 7:**

We request information on borings for the following locations:

- a. Madoc Ave between Cyprus Ave and Post Court
- b. Cyprus Ave between Madoc Ave and Noel Ave
- c. Abbey Court between Lois Ave and Plumb Beach Ave

**DDC's Response:**

*There is no boring information available for the streets in question.*

**Question 8:**

We did not find any drawings for the mini piles in the bid documents. We request further details on the mini piles in a future addendum.

**DDC's Response:**

*Refer to Article No. 3 of this Addendum (the mini pile details have been added in the sheet 39R OF 93).*

**Question 9:**

Item: SL-22.03.03 Bid Requirement furnish & install 150 watt HPS fixture. Does NYCDOT still use HPS or have they switched to LED Fixture, If LED what Wattage?

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

**Question 10:**

During the past several days TufTile has been contacted by various contractors who are submitting or have submitted quotations on various NYC DDC solicitations involving ADA pedestrian ramps. As a manufacture we want to verify if we are providing quotes to these contractors with the correct material color. The Department of Design and Construction on May 31, 2017 issued Bulletin, SB 17 – 011.

- a) REFER to page 231, Section 4.13 DE -- Embedded Preformed Detectable Warning Units, subsection 4.13 DE .2.A Materials Color shall be: FEDERAL STANDARD 595B # 31350 (safety red)  
Or FEDERAL STANDARD 595B # 27925 (bright white)

**DDC's Response:**

*For Item 4.13 DE standard colors are Red or Bright White, depending on the base material, as shown in Section 4.13 DE, modified in SB 17-001.*

*For Item 4.13 CI, no coating or coloring is required; the natural cast iron color is acceptable.*

**Question 11:**

Under what item will catch basins with no curb piece like those located in the center of the street be paid for?

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

**Question 11:**

Under what item will catch basins with no curb piece like those located in the center of the street be paid for?

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

**Question 12:**

The pay item for 30" storm encased is incorrect. It should be 36" storm encased.

**DDC's Response:**

*Refer to Article No.1 of this Addendum.*

**Question 13:**

When resetting an existing hydrant to a new grade in its current location, in addition to item 62.12SE (Resetting Hydrant). Will item 62.13RH (REMOVING HYDRANT) be also part of the compensation?

**DDC's Response:**

*No. The Item 62.13RH (REMOVING HYDRANT) will not be part of the compensation for the Item 62.12SE (Resetting Hydrant). See Specification Section 62.12 "Setting Hydrants".*

**Question 14:**

At some locations the drawings specify to reset existing hydrants, however there are no existing hydrants at those locations. Will compensation for this work include payment for new hydrants (62.12SD) or will hydrants be relocated from another location and payment made under the resetting item(62.12SE).

**DDC's Response:**

*All existing hydrants to be reconnected and/or reset are called out as "RECONNECT AND/OR RESET EXIST. HYDRANT TO THE W.M. AS ORDERED BY THE ENGINEER". Please refer to the revised drawing 42R of 92. For all other locations, fire hydrants will be new.*

**Question 15:**

Item 8.06 – Sheet membrane waterproofing – no information in standard specs and could not be found in the contract documents;

**DDC's Response:**

*Refer to Article No.2 of this Addendum*

**Question 16:**

Due to the complexity of the above-indicated project and in order to provide you with the competitive proposal, we respectfully request a TWO week bid postponement (until May 2nd, 2019).

**DDC's Response:**

*As per Addendum 2, dated 04/15/2019, the bid date is postponed to April 23, 2019.*

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: **TO BE ANNOUNCED**

PROJECT NO.: **HWK2013GB**

DESCRIPTION: **THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE BOROUGH OF BROOKLYN.**

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
2	04/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
3	04/17/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (11)
4	04/23/2019	<input checked="" 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)
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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: HWK2013GB  
THE RECONSTRUCTION OF GERRITSEN BEACH AREA

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK  
ADDENDUM NO. 4

DATED: April 23, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The bid opening event which was cancelled on April 23, 2019 at 11:00 AM is hereby postponed until further notice.

END OF ADDENDUM NO. 4

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of ONE (1) page

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

Paul J Scavano Inc

Name of Bidder

By:

5.16-19 Sam Eubardt

Augustine Kadukanmakal

Augustine Kadukanmakal, P.E.  
Executive Director

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

# ADDENDA CONTROL SHEET

BID OPENING DATE: May 7, 2019

PROJECT NO.: HWK2013GB

DESCRIPTION: THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE BOROUGH OF BROOKLYN.

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
2	04/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
3	04/17/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (11)
4	04/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
5	04/25/2019	<input checked="" 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)

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: HWK2013GB  
THE RECONSTRUCTION OF GERRITSEN BEACH AREA

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK  
ADDENDUM NO. 5

DATED: April 25, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

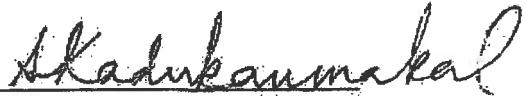
1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment 1 – Bid Information on Page A-1 and Addendum No. 2 dated April 15, 2019;  
Change the dates shown for Submission of Bids and for Bid Opening from “April 23 ,2019” to read “May 7 , 2019.”
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Schedule B – M/WBE Utilization Plan on Page 13 and Addendum No. 2 dated April 15, 2019;  
Change the dates shown for Submission of Bids and for Bid Opening from “April 23, 2019” to read “May 7, 2019.”
3. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, MM-PAGE, Page MM-5, Subsection III F  
Delete Subsection III F in its entirety;  
Substitute with the following revised Subsection III F:  
“F. Requests For Waiver. A potential bidder, defined as one who has purchased the contract documents, may request a waiver of all or part of a contract's M/WBE goal(s) by submitting a written request to the DDC Office of Diversity and Industry Relations. The request shall be submitted no later than 7 calendar days prior to the date and time the bids are due, in order to allow sufficient time for a review and issuance of an amendment of the established goal(s), if necessary, in accordance with the Department's schedule for contract amendments. The request should contain sufficient justification as to why the goal(s) should be waived or reduced, and should at least address the following factors: the potential Bidder's method of accomplishing the work, the subcontracting opportunities associated with the proposed method, and the availability of certified M/WBEs for the work to be subcontracted.”


4. For additional information, see the attached ONE (1) page of "Questions Submitted by Bidders and DDC's Responses".


**END OF ADDENDUM NO. 5**

**By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of TWO (2) pages and ONE (1) page of attachment**

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

  
Augustine Kadukanmakal, P.E.  
Executive Director

  
Name of Bidder

By: 

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

**Question 1:**

Should one not meet the M/WBE goal requirements, would we submit a GFE with the bid or after low bid?

The GFE looks like something that would be submitted post low bid but we wanted to confirm, please.

<b>TO BE COMPLETED BY PROJECT SPONSOR</b>			
<b>The Bidder _____ has _____ has not demonstrated good faith efforts to secure MBE utilization in satisfaction of the contract goal as required by the contract specification.</b>			
<b>Signature</b>		<b>Date</b>	

**DDC's Response:**

*If the apparent low bidder did not meet one or both of the goals, they must submit evidence of good faith efforts to obtain the goal(s). Submitting a complete and accurate utilization plan with bid documents is a condition of award, as well as meeting the goals or demonstrating good faith efforts to do so.*

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

## ADDENDA CONTROL SHEET

BID OPENING DATE: TO BE ANNOUNCED

PROJECT NO.: HWK2013GB

DESCRIPTION: THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE BOROUGH OF BROOKLYN.

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
2	04/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
3	04/17/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (11)
4	04/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
5	04/25/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
6	05/01/2019	<input checked="" 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)
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THE CITY OF NEW YORK  
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INFRASTRUCTURE DIVISION  
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PROJECT ID: HWK2013GB  
THE RECONSTRUCTION OF GERRITSEN BEACH AREA

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK

ADDENDUM NO. 6

DATED: May 1, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The bid opening scheduled for May 7, 2019 at 11:00 AM is postponed until further notice.

END OF ADDENDUM NO. 6

By signing in the space provided below, the bidder acknowledges receipt of  
this Addendum consisting of ONE (1) page

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



Augustine Kadukanmakal, P.E.  
Executive Director



Name of Bidder

By:



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

## ADDENDA CONTROL SHEET

BID OPENING DATE: May 17, 2019

PROJECT NO.: HWK2013GB

DESCRIPTION: THE RECONSTRUCTION OF GERRITSEN BEACH AREA, IN THE  
BOROUGH OF BROOKLYN.

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	04/09/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
2	04/15/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
3	04/17/2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
4	04/23/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
5	04/25/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
6	05/01/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
7	05/10/2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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)

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ATTACH TO CONTRACT DOCUMENTS  
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DEPARTMENT OF DESIGN AND CONSTRUCTION  
INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

PROJECT ID: HWK2013GB  
THE RECONSTRUCTION OF GERRITSEN BEACH AREA

Together With All Work Incidental Thereto  
BOROUGH OF BROOKLYN  
CITY OF NEW YORK  
ADDENDUM NO. 7

DATED: May 10, 2019

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment 1 – Bid Information on Page A-1 and Addendum No. 5 dated April 25, 2019;  
Change the dates shown for Submission of Bids and for Bid Opening from “May 7, 2019” to read “May 17, 2019.”
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Schedule B – M/WBE Utilization Plan on Page 13 and Addendum No.5 dated April 25, 2019.  
Change the dates shown for Submission of Bids and for Bid Opening from “May 7, 2019” to read “May 17, 2019.”
3. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, form for “INSTRUCTIONS - AAP 19LL NYS”;  
Insert the attached MWBE SOLICITATIONS LOG following the form “INSTRUCTIONS - AAP 19LL NYS”.
4. For additional information, see the attached TWO (2) pages of “Questions Submitted by Bidders and DDC’s Responses”.

END OF ADDENDUM NO. 7

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

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

Paul J. Scovano Inc

Name of Bidder

By:

Tom Eucharist

Augustine Kadukanmakal

Augustine Kadukanmakal, P.E.  
Executive Director



QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

**Question 1:**

The MWBE utilization plan requires that specific subcontractors be listed. This is a three year long project and some subcontracted work will not begin until 2022 or 2023. It is not realistic for us to identify a specific subcontractor and enter into an agreement with them to perform work that will take place that far in the future. Can a general scope of work can be listed rather than a specific subcontractor?

**DDC's Response:**

*As part of the Good Faith Efforts the vendors must include subcontractors in the utilization plan, AAP19LL NYS. The vendor needs to specify their subcontractor in his Utilization goal.*

**Question 2:**

Please confirm that a specific MWBE goal setting analysis was been performed for this project.

**DDC's Response:**

*The goal setting analysis was performed by NYSDOT based on the contract type.*

**Question 3:**

On Page MM-2 under Section III, the specifications state that discrimination on the basis of race, color, national origin, or sex shall be a breach of contract. The specifications further state that the requirements shall not be used to discriminate against any qualified entity. Please clarify the following scenario: We receive a proposal from a WBE supplier that is more expensive than a qualified non-WBE supplier. In order to meet the contract WBE goal we must choose the WBE supplier despite the inferiority of their proposal. Would this violate the non-discrimination requirement?

**DDC's Response:**

*NYSDOT does not deem proposals inferior based solely upon price. Further, the Contractor should not select a WBE based solely upon price.*

**Question 4:**

Item 6b on Page MM-7 of Volume 3 states that bidders need not accept excessive or unreasonably high quotes from MWBEs. This is vague and we cannot reasonably understand what will be considered "excessive or unreasonable". Please specify exactly what is considered "excessive or unreasonable".

**DDC's Response:**

*NYSDOT wants to encourage MWBE utilization. The regulations do not require specification of "excessive or unreasonable". All quotes will be evaluated based on project scope, dollar value, and quotes received from all bidders.*

**Question 5:**

Contacting all potential MWBE vendors would take months, and it is not possible to complete this task in the amount of time given for the bid. Will a good faith effort be rejected if all potential subcontractors listed in the directory are not contacted?

**DDC's Response:**

*It is not required to contact all M/WBE's. However, a good faith effort requires the Contractor to solicit the right MWBE's, allow the MWBE's enough time to respond. See Good Faith Efforts Guidance at: [https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20180815GFE Documentation Guidance.doc](https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20180815GFE%20Documentation%20Guidance.doc)*

**Question 6:**

On Page MM-9 under Item I, the specifications state that the bidder may forfeit the deposit if the good faith effort is not satisfactorily documented, which creates enormous risk for potential bidders who will attempt to demonstrate a good faith effort. Please clarify under exactly what circumstances the deposit will be forfeited and exactly who will be making that determination.

**DDC's Response:**

*The Contractor must submit the GFE documents to NYCDDC and NYSDOT for review. NYSDOT will determine the sufficiency of the GFE. NYCDDC and NYSDOT will monitor the GFE of the Contractor throughout the life of the contract. Only in instances where the Contractor refuses to demonstrate a GFE, may the deposit be forfeited.*

**Question 7:**

If a vendor can't successfully fill out the Utilization goal form because their numbers will not get to 25% for M/WBE's. Will the Vendor be disqualified if it doesn't equate to the 25%?

**DDC's Response:**

*A Bidder will not be disqualified if the Bidder demonstrates a good faith effort to achieve the MWBE goal. (Refer to Questions 5 and 6 above.)*

**Question 8:**

Item H on Page MM-8 indicates the bidder must include the MWBE Solicitation Log found in Volume 1 of the bid booklet. We cannot locate this log in Volume 1. Please advise.

**DDC's Response:**

*See Article 3 herein page A7-1.*



Department of  
Design and  
Construction

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INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

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**VOLUME 1 OF 3**

PROJECT ID: HWK2013GB (SAND13GB)

RECONSTRUCTION OF GERRITSEN BEACH AREA

INCLUDING UNDER SEK20069  
REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER  
MAIN IN GERRITSEN BEACH AREA

Together with Traffic Signal, Street Lighting  
And 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 [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWK2013GB (SAND13GB)**

**RECONSTRUCTION OF GERRITSEN BEACH AREA**

**INCLUDING UNDER SEK20069  
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And All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**



FOR THE DEPARTMENT OF TRANSPORTATION  
*PREPARED BY  
IN HOUSE DESIGN*

**DECEMBER 18, 2018**

9-042



**Department of  
Design and  
Construction**

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

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**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 ENVIRONMENTAL PROTECTION  
PREPARED BY  
IN-HOUSE DESIGN

**DECEMBER 1, 2018**

**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  
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**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**

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**CITY OF NEW YORK  
STANDARD CONSTRUCTION CONTRACT**

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**WITNESSETH:**

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

**CHAPTER I: THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience); the following, except for such portions thereof as 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 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 PSL 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 PSL 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 PSL 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 PSL and Rules.

35.5.1(e) The PSL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSL. The **Contractor** acknowledges that it is responsible for compliance with the PSL notwithstanding any inconsistent language contained herein.

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

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

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

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

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
  - iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

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

35.5.7 Enforcement and Penalties.

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

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

35.5.8 More Generous 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 PSL 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 PSL 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 construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the City that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the City Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of Law.

**ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB**

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at [www.nyc.gov/buildings](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

CONTRACTOR: Paul J. Scariano, Inc.

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



(Member of Firm or Officer of Corporation) Dominic Parisi, PE

Title: President

(Where Contractor is a Corporation, add):  
Attest:



Secretary

(Seal)



**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

State of New York County of Westchester ss:

On this 19th day of June, 2019, before me personally came Dominic Parisi, PE  
to me known who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_  
Armonk, NY that he is the President  
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of  
the directors of said corporation, and that he signed his name thereto by like order.

*Laura Eisenhardt*

Notary Public or Commissioner of Deeds

**Laura Eisenhardt**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 43-4983933  
Qualified in Richmond County  
Commission Expires September 3, 2021

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

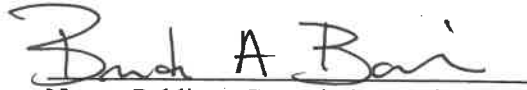
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, and known to me to be the person described in and who executed the foregoing instrument;  
and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 21<sup>st</sup> day of June, 2019, before me personally came Jamie Torres - Springer 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

**BRENDA A. BARREIRO**  
Notary Public, State of New York  
No. 01BA6351073  
Qualified in Kings County  
Commission Expires Nov. 28, 2020

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

Twenty-six million, three hundred  
seventy-one thousand dollars.

Dollars (\$ 26,371,000.00 )

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, PAUL J. SCARIANO, INC.

12 POTTER AVENUE

NEW ROCHELLE, NY 10801

hereinafter referred to as the "Principal,"

and, FIDELITY AND DEPOSIT COMPANY OF MARYLAND ZURICH AMERICAN INSURANCE COMPANY

300 INTERPACE PARKWAY, MORRIS CORP. I

ZURICH CONTRACT CLAIMS

PARSIPPANY, NJ 07054

1299 ZURICH WAY

SCHAUMBURG, IL 60196-1056

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 TWENTY SIX MILLION THREE HUNDRED SEVENTY ONE THOUSAND AND 00/100 DOLLARS

(\$ 26,371,000.00 ) 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

RECONSTRUCTION OF GERRITSEN BEACH AREA INCLUDING UNDER SEK20069 ETC. BOROUGH OF BROOKLYN

FMS ID: HWK2013GB E-PIN: 85019B0024001 DDC PIN: 8502018HW0044C

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

\_\_\_\_\_ 18th \_\_\_\_\_ day of \_\_\_\_\_ JUNE \_\_\_\_\_ 20 \_\_\_\_\_ 19 \_\_\_\_\_ .

(Seal)

PAUL J. SCARIANO, INC. \_\_\_\_\_ (L.S.)

Principal

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

(Seal)

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
ZURICH AMERICAN INSURANCE COMPANY

By:  \_\_\_\_\_ .  
PENNY ROCCO, ATTORNEY-IN-FACT \_\_\_\_\_ .

(Seal)

Surety

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

(Seal)

Surety

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

(Seal)

Surety

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

(Seal)

Surety

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

Bond Premium Rate \_\_\_\_\_ SLIDING SCALE \_\_\_\_\_ .

Bond Premium Cost \_\_\_\_\_ \$215,719.00 \_\_\_\_\_ .

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of New York County of WESTCHESTER ss:

On this 18<sup>th</sup> day of June, 20 14 before me personally came Dominic Parisi, P.E. to me known, who, being by me duly sworn did depose and say that he resides at ARMONIK, NY.; that he/she is the President

of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Laura Eisenhardt  
Notary Public or Commissioner of Deeds.

**LAURA EISENHARDT**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 43-4983933  
Qualified in Richmond County  
Commission Expires September 3, 2021

**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 York )

:ss:

County of Suffolk )

On the 18th day of June, 2019, before me personally came Penny Rocco to me known, who, being by me duly sworn, did depose and say the (s)he resides at Melville, NY FIDELITY AND DEPOSIT COMPANY OF MARYLAND that (s)he is the Attorney-In-Fact of ZURICH AMERICAN INSURANCE COMPANY Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.

JENNIFER SPADARO  
Notary Public, State of New York  
Reg. No. 01SP5017514  
Qualified in Suffolk County 2021  
Commission Expires September 7, 2021



Notary Public

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Glenn GLUBIAK, Jennifer SPADARO, Penny ROCCO and David A. GOLDSTEIN, all of Melville, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of June, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*Michael Bond*  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 22nd day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18<sup>th</sup> day of JUNE, 20 19.



*David W. Vicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition**

As Of December 31, 2018

**ASSETS**

Bonds .....	\$ 245,255,635
Stocks .....	22,855,569
Cash and Short Term Investments.....	3,092,872
Reinsurance Recoverable .....	73,242,781
Federal Income Tax Recoverable.....	42,258
Other Accounts Receivable.....	4,801,363
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 349,290,278</b>

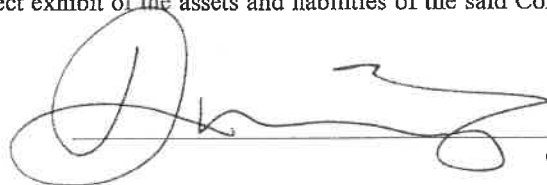
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses.....	\$ 106,785
Ceded Reinsurance Premiums Payable .....	46,727,605
Remittances and Items Unallocated .....	125,000
Payable to parents, subs and affiliates.....	28,621,373
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 75,580,762</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	268,709,716
Surplus as regards Policyholders.....	273,709,716
<b>TOTAL .....</b>	<b>\$ 349,290,478</b>

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.



Corporate Secretary

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20<sup>th</sup> day of March, 2019.



Notary Public

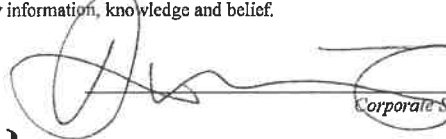




**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007**  
**As of December 31, 2018 and December 31, 2017**

	12/31/2018	12/31/2017
<b><u>Assets</u></b>		
Bonds	\$ 17,540,109,648	\$ 17,304,611,032
Preferred Stock	-	-
Common Stock	3,132,639,174	3,336,061,932
Real Estate	1,373,151,270	1,169,333,479
Other Invested Assets	1,113,225,492	1,398,151,991
Derivatives	642,656	34,100
Short-term Investments	24,895,313	122,752,224
Receivable for securities	75,504,004	216,911,554
Cash and cash equivalents	(38,621,060)	623,989,513
Securities lending reinvested collateral assets	47,379,583	142,251,002
Employee Trust for Deferred Compensation Plan	142,053,861	154,154,004
Total Cash and Invested Assets	\$ 23,410,979,940	\$ 24,468,250,829
Premiums Receivable	\$ 4,800,865,144	\$ 4,853,380,227
Funds Held with Reinsurers	371,693	289,784
Reinsurance Recoverable	1,298,188,705	648,465,014
Accrued Investment Income	126,363,306	132,373,174
Federal Income Tax Recoverable	503,312,859	477,481,846
Due from Affiliates	205,170,893	407,585,927
Other Assets	602,852,006	594,128,929
Total Assets	\$ 30,948,104,546	\$ 31,581,955,729
<b><u>Liabilities and Policyholders' Surplus</u></b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 13,849,911,195	\$ 14,125,301,895
Unearned Premium Reserve	3,819,936,876	4,274,053,819
Funds Held with Reinsurers	559,639,569	637,809,938
Loss In Course of Payment	959,528,132	888,528,099
Commission Reserve	120,056,749	112,790,522
Federal Income Tax Payable	-	88,988,756
Remittances and Items Unallocated	19,668,701	161,295,880
Payable to parent, subs and affiliates	106,578,289	221,304,753
Provision for Reinsurance	213,799,231	169,995,451
Ceded Reinsurance Premiums Payable	1,939,296,998	1,000,276,567
Securities Lending Collateral Liability	47,379,583	142,251,002
Other Liabilities	2,136,803,941	2,140,323,174
Total Liabilities	\$ 23,772,599,265	\$ 23,962,919,856
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	5,106,000	49,899,000
Cumulative Unrealized Gain	52,396,417	283,695,517
Unassigned Surplus	2,718,871,543	2,886,310,035
Total Policyholders' Surplus	\$ 7,175,505,281	\$ 7,619,035,873
Total Liabilities and Policyholders' Surplus	\$ 30,948,104,546	\$ 31,581,955,729

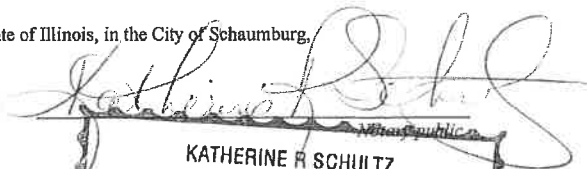
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2018, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20th day of March, 2019.

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

**KATHERINE R. SCHULTZ**  
 Official Seal  
 Notary Public - State of Illinois  
 My Commission Expires Nov 16, 2019

**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, PAUL J. SCARIANO, INC.  
12 POTTER AVENUE  
NEW ROCHELLE, NY 10801

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

<u>FIDELITY AND DEPOSIT COMPANY OF MARYLAND</u>	<u>ZURICH AMERICAN INSURANCE COMPANY</u>
<u>300 INTERPACE PARKWAY, MORRIS CORP. I</u>	<u>ZURICH CONTRACT CLAIMS</u>
<u>PARSIPPANY, NJ 07054</u>	<u>1299 ZURICH WAY</u>
	<u>SCHAUMBURG, IL 60196-1056</u>

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

TWENTY SIX MILLION THREE HUNDRED SEVENTY ONE THOUSAND AND 00/100 DOLLARS

(\$ 26,371,000.00 ) 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

RECONSTRUCTION OF GERRITSEN BEACH AREA INCLUDING UNDER SEK20069 ETC. BOROUGH OF BROOKLYN FMS ID:

HWK2013GB E-PIN: 85019B0024001 DDC PIN: 8502018HW0044C

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 placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

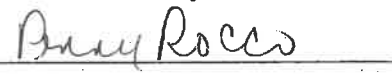
PAYMENT BOND (Page 3)

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 18th day of JUNE, 2019.

(Seal) PAUL J. SCARIANO, INC. (L.S.)  
Principal

By: 

(Seal) FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
ZURICH AMERICAN INSURANCE COMPANY  
Surety

By:   
PENNY ROCCO, ATTORNEY-IN-FACT

(Seal) \_\_\_\_\_  
Surety

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

(Seal) \_\_\_\_\_  
Surety

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

(Seal) \_\_\_\_\_  
Surety

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

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.**

PAYMENT BOND (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of New York County of Westchester ss:

On this 18<sup>th</sup> day of June, 2019, before me personally came Dominic Parisi, P.E. to me known, who, being by me duly sworn did depose and say that he resides at Armonk, N.Y. President that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Laura Eisenhardt  
Notary Public or Commissioner of Deeds **LAURA EISENHARDT**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
Registration No. 43-4985933  
Qualified in Richmond County  
Commission Expires September 3, 2021

**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 York )

:SS:

County of Suffolk )

On the 18th day of June, 2019, before me personally came Penny Rocco to me known, who, being by me duly sworn, did depose and say the (s)he resides at Melville, NY FIDELITY AND DEPOSIT COMPANY OF MARYLAND that (s)he is the Attorney-In-Fact of ZURICH AMERICAN INSURANCE COMPANY Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that one of the seals affixed by order of the Board of Directors of said Corporation; and that (s)he signed his/her name thereto by like order.

JENNIFER SPADARO  
Notary Public, State of New York  
Reg. No. 01SP5017514  
Qualified in Suffolk County  
Commission Expires September 7, 2021

*Jennifer Spadaro*

Notary Public

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Glenn GLUBIAK, Jennifer SPADARO, Penny ROCCO and David A. GOLDSTEIN, all of Melville, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of June, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*Michael Bond*  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 22nd day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of JUNE, 2019.



*David D. Vicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition**

As Of December 31, 2018

**ASSETS**

Bonds .....	\$ 245,255,635
Stocks .....	22,855,569
Cash and Short Term Investments.....	3,092,872
Reinsurance Recoverable .....	73,242,781
Federal Income Tax Recoverable.....	42,258
Other Accounts Receivable.....	4,801,363
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 349,290,278</b>

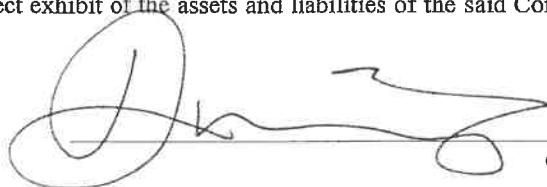
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 106,785
Ceded Reinsurance Premiums Payable .....	46,727,605
Remittances and Items Unallocated .....	125,000
Payable to parents, subs and affiliates .....	28,621,373
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 75,580,762</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	268,709,716
Surplus as regards Policyholders.....	273,709,716
<b>TOTAL .....</b>	<b>\$ 349,290,478</b>

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

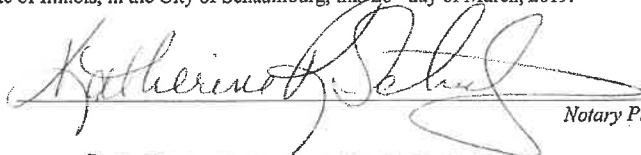
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20<sup>th</sup> day of March, 2019.

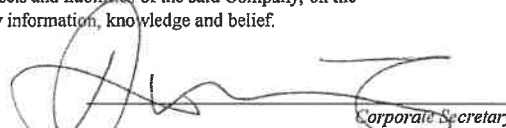
  
 \_\_\_\_\_  
 Notary Public



**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007**  
**As of December 31, 2018 and December 31, 2017**

	12/31/2018	12/31/2017
<b><u>Assets</u></b>		
Bonds	\$ 17,540,109,648	\$ 17,304,611,032
Preferred Stock	-	-
Common Stock	3,132,639,174	3,336,061,932
Real Estate	1,373,151,270	1,169,333,479
Other Invested Assets	1,113,225,492	1,398,151,991
Derivatives	642,656	34,100
Short-term Investments	24,895,313	122,752,224
Receivable for securities	75,504,004	216,911,554
Cash and cash equivalents	(38,621,060)	623,989,513
Securities lending reinvested collateral assets	47,379,583	142,251,002
Employee Trust for Deferred Compensation Plan	142,053,861	154,154,004
Total Cash and Invested Assets	\$ 23,410,979,940	\$ 24,468,250,829
Premiums Receivable	\$ 4,800,865,144	\$ 4,853,380,227
Funds Held with Reinsurers	371,693	289,784
Reinsurance Recoverable	1,298,188,705	648,465,014
Accrued Investment Income	126,363,306	132,373,174
Federal Income Tax Recoverable	503,312,859	477,481,846
Due from Affiliates	205,170,893	407,585,927
Other Assets	602,852,006	594,128,929
Total Assets	\$ 30,948,104,546	\$ 31,581,955,729
<b><u>Liabilities and Policyholders' Surplus</u></b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 13,849,911,195	\$ 14,125,301,895
Unearned Premium Reserve	3,819,936,876	4,274,053,819
Funds Held with Reinsurers	559,639,569	637,809,938
Loss In Course of Payment	959,528,132	888,528,099
Commission Reserve	120,056,749	112,790,522
Federal Income Tax Payable	-	88,988,756
Remittances and Items Unallocated	19,668,701	161,295,880
Payable to parent, subs and affiliates	106,578,289	221,304,753
Provision for Reinsurance	213,799,231	169,995,451
Ceded Reinsurance Premiums Payable	1,939,296,998	1,000,276,567
Securities Lending Collateral Liability	47,379,583	142,251,002
Other Liabilities	2,136,803,941	2,140,323,174
Total Liabilities	\$ 23,772,599,265	\$ 23,962,919,856
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	5,106,000	49,899,000
Cumulative Unrealized Gain	52,396,417	283,695,517
Unassigned Surplus	2,718,871,543	2,886,310,035
Total Policyholders' Surplus	\$ 7,175,505,281	\$ 7,619,035,873
Total Liabilities and Policyholders' Surplus	\$ 30,948,104,546	\$ 31,581,955,729

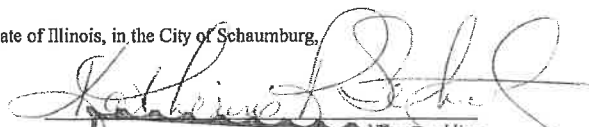
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2018, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20th day of March, 2019.

  
 \_\_\_\_\_  
 Notary Public  
**KATHERINE R. SCHULTZ**  
 Official Seal  
 Notary Public - State of Illinois  
 My Commission Expires Nov 16, 2019





### ADDITIONAL REMARKS SCHEDULE

AGENCY The Graham Company		NAMED INSURED Paul J. Scariano, Inc. 12 Potter Avenue New Rochelle NY 10801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** NYC Department of Design & Construction

**ADDRESS:** 30-30 Thomson Avenue, 1st Floor Long Island City NY 11101-3045

National Grid, City of New York, including its officials and employees, and All person(s) or organization(s), if any, that Article 22.1.1 (b) of the Contract are Additional Insureds on the above General Liability Policy if required by written contract.

Excess Liability Policy follows form and is in excess over the above Auto Liability, General Liability and Employers Liability policies.

The Installation Floater Policy includes coverage for trailers at job sites.

# SCHEDULE OF OTHER POLICIES

DATE ISSUED  
6/19/2019

**NAMED INSURED:**

Paul J. Scariano, Inc.  
12 Potter Avenue  
New Rochelle NY 10801

**CERTIFICATE HOLDER:**

NYC Department of Design & Construction  
30-30 Thomson Avenue, 1st Floor  
Long Island City NY 11101-3045

Coverage	Carrier	NAIC	Policy #	Eff. - Exp. Date	Limits
Pollution/Professional	St. Paul Surplus Lines Ins. Co	30481	ZCE-41N10600	4/26/2019 - 8/1/2019	\$5,000,000
Installation Floater	Travelers Property Casualty Co. of America	25674	QT-660-5N930279-TIL-19	4/26/2019 - 8/1/2019	\$5,000,000 Per Site; Temporary Storage: \$250,000; Transit: \$250,000



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE AND SUBSCRIBE

\*\*\*\*\* 113304697  
PAUL J. SCARIANO, INC.  
12 POTTER AVENUE  
NEW ROCHELLE NY 10801

POLICYHOLDER  
PAUL J. SCARIANO, INC.  
12 POTTER AVENUE  
NEW ROCHELLE NY 10801

CERTIFICATE HOLDER HWK 2013GB  
NYC DEPARTMENT OF DESIGN &  
CONSTRUCTION - HWK2013GB  
30-30 THOMSON AVENUE  
LONG ISLAND CITY NY 11101-3045

POLICY NUMBER Z1447 727-7	CERTIFICATE NUMBER 44132	POLICY PERIOD 04/01/2019 TO 04/01/2020	DATE 6/19/2019
------------------------------	-----------------------------	---	-------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1447 727-7, 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, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**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



**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE  
BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name and Address of Insured (Use street address only)  
PAUL J. SCARIANO, INC.  
12 POTTER AVENUE  
NEW ROCHELLE NY 10801

1b. Business Telephone Number of Insured  
(914) 632-9200

1c. Federal Employer Identification Number of Insured or Social Security Number  
11 3304697

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
30-30 THOMSON AVE  
LONG ISLAND CITY NY 11101

3a. Name of Insurance Carrier  
**The Guardian Life Insurance Company of America**

3b. Policy Number of entity listed in box "1a":  
00938217-0000

3c. Policy effective period:  
06/01/2019 to 05/31/2020

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:

ALL ELIGIBLE NY EMPLOYEES EXCLUDING UNION.

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: 06/19/2019

By: Raymond J. Marra 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

Title: Senior Vice President, Group and Worksite Markets

**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, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether



## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <b>A.</b> Aircraft Chartered With Pilot  | <b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment                |
| <b>B.</b> Damage To Premises Rented To You                                     | <b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits |
| <b>C.</b> Increased Supplementary Payments                                     | <b>J.</b> Knowledge And Notice Of Occurrence Or Offense                           |
| <b>D.</b> Incidental Medical Malpractice                                       | <b>K.</b> Unintentional Omission  |
| <b>E.</b> Who Is An Insured – Newly Acquired Or Formed Organizations           | <b>L.</b> Blanket Waiver Of Subrogation   |
| <b>F.</b> Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries   | <b>M.</b> Amended Bodily Injury Definition  |
| <b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <b>N.</b> Contractual Liability – Railroads                                       |

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a)** Chartered with a pilot to any insured;
- (b)** Not owned by any insured; and
- (c)** Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

- 1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

**C. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS COVERAGES A AND B** of **SECTION I COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS COVERAGES A AND B** of **SECTION I COVERAGE:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**D. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II Who Is An Insured.

**E. WHO IS AN INSURED NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED BROADENED NAMED INSURED UNNAMED SUBSIDIARIES**

The following is added to **SECTION II WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
  - (iii) An executive officer or director of any other organization;  
that is your partner, joint venture member or manager; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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.

The Graham Company

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

30 S. 15th Street, Suite 2500, Philadelphia, PA 19102

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

Bonner\_Unit@grahamco.com

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

215-701-5329/215-525-0234

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

James H. Bonner  
\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

James H. Bonner

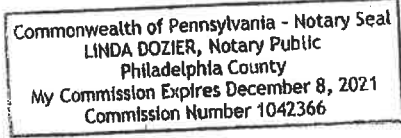
\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of PA )

County of Phila ) ss.:

Sworn to before me this 19 day of June, 2019

Linda Dozier  
NOTARY PUBLIC FOR THE STATE OF PA





**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

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .  
(Seal) \_\_\_\_\_ (L.S.)  
Principal

By: \_\_\_\_\_ .  
(Seal) Surety

By: \_\_\_\_\_ .  
(Seal) Surety

By: \_\_\_\_\_ .  
(Seal) Surety

By: \_\_\_\_\_ .  
(Seal) Surety

By: \_\_\_\_\_ .  
(Seal) Surety

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

Bond Premium Rate \_\_\_\_\_ .

Bond Premium Cost \_\_\_\_\_ .

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 4)

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ ; that he/she is \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_

\_\_\_\_\_ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power-of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

**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, \_\_\_\_\_

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

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

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

**Payment Bond (Pages 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

(Seal) \_\_\_\_\_  
Surety

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

(Seal) \_\_\_\_\_  
Surety

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

(Seal) \_\_\_\_\_  
Surety

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

(Seal) \_\_\_\_\_  
Surety

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

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**Payment Bond (Pages 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 \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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## **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 be 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-A-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2018 - 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, Guniting 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  
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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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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**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**

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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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## **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).

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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.



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  
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

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

## **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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## **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  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyperson: 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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson: 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 Journeyman's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)**

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyman'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 Journeyman'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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**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 Journeyperson'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 Journeyperson's rate  
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

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**GLAZIER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Glazier (First Year)**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 40% of Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyman: 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 Journeyman'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 Journeyman'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 Journeyperson'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 Journeyperson's rate  
Supplemental Rate Per Hour: \$42.63

(Local #731)

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**MARBLE MECHANICS**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 50% of Journeyperson'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 Journeyperson's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019  
Wage and Supplemental Rate Per Hour: 85% of Journeyperson'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 Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Polishers & Finishers - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

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**MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2018 - 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 Journeyman: 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 Journeyperson: 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 Journeyperson: 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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson's rate  
Supplemental Rate Per Hour: \$40.30

(Local #28)

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**SIGN ERECTOR**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2018 - 6/30/2019  
Wage Rate Per Hour: 35% of Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson'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 Journeyperson's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

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**TAPER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Drywall Taper - First Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyperson'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 Journeyman's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyman'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) 669-8496

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**



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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 2 OF 3**

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*Contractor*

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

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**APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY**

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*Acting Corporation Counsel*

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

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Department of  
Design and  
Construction

**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

**VOLUME 2 OF 3**

PROJECT ID: HWK2013GB (SAND13GB)

RECONSTRUCTION OF GERRITSEN BEACH AREA

INCLUDING UNDER SEK20069  
REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER  
MAIN IN GERRITSEN BEACH AREA

Together with Traffic Signal, Street Lighting  
And All Work Incidental Thereto

BOROUGH OF BROOKLYN  
CITY OF NEW YORK

*Paul J. Scariano Inc.*

*Contractor.*

Dated *June 21*, 20 *19*

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

*Acting Corporation Counsel*

*K.T. 3/15/19*

Dated *March 15*, 20 *19*



**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 3 OF 3**

**SCHEDULE A  
SPECIFICATIONS AND  
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWK2013GB (SAND13GB)**

**RECONSTRUCTION OF GERRITSEN BEACH AREA**

**INCLUDING UNDER SEK20069  
REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER MAIN  
IN GERRITSEN BEACH AREA**

**Together with Traffic Signal, Street Lighting  
And All Work Incidental Thereto**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**



FOR THE DEPARTMENT OF TRANSPORTATION  
*PREPARED BY*  
*IN HOUSE DESIGN*

**DECEMBER 18, 2018**

19-042 19-042

# VOLUME 3 OF 3

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(NO TEXT ON THIS PAGE)

## **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.shtml](http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml)

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

**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 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: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><b><u>INFORMATION FOR BIDDERS SECTION 26 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 DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></b></p> <p><u>The Contractor shall provide the safety personnel as indicated to the right.</u></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 DATE FOR SUBSTANTIAL COMPLETION</u></b></p> <p><u>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</u></p>	<p>See Page SA-4</p>
<p align="center"><b><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></b></p> <p><u>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</u></p>	<p><u>\$4,000.</u> for each consecutive calendar day over substantial completion time</p>
<p align="center"><b><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></b></p> <p><u>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</u></p>	<p>Not to exceed <u>35 %</u> of the Contract price</p>

<p align="center"><b><u>CONTRACT ARTICLE 21.</u></b> <b><u>RETAINAGE</u></b></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p align="center"><u>5 %</u> of the value of the Work</p>
<p align="center"><b><u>CONTRACT ARTICLE 22.</u></b> <b><u>(Per Directions Below)</u></b></p>	<p align="center">See pages SA-5 through SA-13</p>
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>DEPOSIT GUARANTEE</u></b></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on <b>Substantial Completion</b>, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p align="center">1% of <b>Contract price</b></p>
<p align="center"><b><u>CONTRACT ARTICLE 24.</u></b> <b><u>PERIOD OF GUARANTEE</u></b></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p align="center">Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting</p>
<p align="center"><b><u>CONTRACT ARTICLE 74.</u></b> <b><u>STATEMENT OF WORK</u></b></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the <b>Contract Drawings, Specifications, and all Addenda</b> thereto, as shown in the column to the right.</p>	<p align="center"><b>Addenda, numbered:</b> <u>Seven (7)</u></p>
<p align="center"><b><u>CONTRACT ARTICLE 75.</u></b> <b><u>COMPENSATION TO BE PAID TO CONTRACTOR</u></b></p> <p>The City shall pay and the Contractor 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 Contractor at a public letting thereof, based upon the <b>Contractor's</b> bid for the <b>Contract</b>.</p>	<p align="center">Amount for which the <b>Contract</b> was Awarded: <u>Twenty-six million, three hundred</u> <u>seventy-one thousand</u> Dollars (\$ <u>26,371,000.00</u> )</p>
<p align="center"><b><u>CONTRACT ARTICLE 79.</u></b> <b><u>PARTICIPATION BY MINORITY-OWNED AND</u></b> <b><u>WOMEN-OWNED BUSINESS ENTERPRISES IN CITY</u></b> <b><u>PROCUREMENT</u></b></p>	<p align="center">See MM Pages, Page MM-2 NYS M/WBE goal of <b>25 %</b> comprising of : - 10% MBE Participation - 15% WBE Participation</p>

<p style="text-align: center;"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b> <b><u>SECTION 6.40</u></b> <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 style="text-align: center;"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b> <b><u>SECTION 6.70</u></b> <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 style="text-align: center;"><b><u>STANDARD HIGHWAY SPECIFICATIONS</u></b> <b><u>SECTION 7.13</u></b> <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>800.00</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 1095 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

YES                       NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

<b>Month of Substantial Completion based on the Base Contract Duration</b>	<b>Number of Days of adjustment</b>
<b>January</b>	150
<b>February</b>	120
<b>March</b>	90
<b>April</b>	60
<b>May</b>	30
<b>June</b>	0
<b>July</b>	0
<b>August</b>	0
<b>September</b>	0
<b>October</b>	0
<b>November –December 15</b>	0
<b>December 16 – December 31</b>	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

**(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**

**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

**Note:** All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<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. National Grid.</li> </ol>



<p> <input checked="" type="checkbox"/> Workers' Compensation                      Art. 22.1.2  <input checked="" type="checkbox"/> Disability Benefits Insurance                      Art. 22.1.2  <input checked="" type="checkbox"/> Employers' Liability                                      Art. 22.1.2  <input type="checkbox"/> Jones Act    Art. 22.1.3  <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act                                      Art. 22.1.3         </p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p><b>Note:</b> The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input type="checkbox"/> Additional Requirements:</p> <p>(1) <u>NYCTA "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.</u></p> <p>(2) <u>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, 21<sup>st</sup> Floor, New York, NY 10004.</u></p>
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<input type="checkbox"/> Builders' Risk <p style="text-align: right;">Art. 22.1.4</p>	<p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p><b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability <p style="text-align: right;">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>
<input type="checkbox"/> Contractors Pollution Liability <p style="text-align: right;">Art. 22.1.6</p>	<p>\$ <u>5,000,000</u> per occurrence</p> <p>\$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> <li>1. City of New York, including its officials and employees, and</li> <li>2. _____</li> <li>3. _____</li> </ol>

<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence          \$ _____ aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence          \$ _____ aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	<p>\$ <u>1,000,000</u> per occurrence          \$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds:          1. City of New York, including its officials and employees, and          2. _____          3. _____</p>

<p>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p><input 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. the City of New York (as Owner) and all other indemnified parties.</p>
<p>[OTHER] <span style="float: right;">Art. 22.1.8</span></p> <p>■ Professional Liability</p> <p>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.</p> <p>B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>	

<p>[OTHER]</p> <p>■ Engineer's Field Office</p> <p><b>Section 6.40, Standard Highway Specifications</b></p>	<p>Art. 22.1.8</p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
<p>[OTHER]</p> <p>Art. 22.1.8</p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p><b>Umbrella/Excess Liability Insurance</b> - 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.</p>		

Per **Article 22.2.5** of the **Standard Construction Contract**: The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

**SCHEDULE A**  
**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**  
**(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**

**PART III. CERTIFICATES OF INSURANCE**

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)

) ss.:

County of .....)

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

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

**SCHEDULE A**

**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)**

**PART IV. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

\_\_\_\_\_  
DDC Director, Insurance Risk Manager

\_\_\_\_\_  
30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

\_\_\_\_\_  
Long Island City, NY 11101

\_\_\_\_\_

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**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)**

**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 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated August 1, 2015) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. 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) **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.
- (5) **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.

- (6) **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.

- (7) **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.
- (8) **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.
- (9) **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.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

(17)The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.



## B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS

- (1) Refer to Standard Highway Specifications Volume II (August 1, 2015), Page 230:  
Add the following new **Section 4.13 CI**:

### **SECTION 4.13 CI – Embedded Cast Iron Detectable Warning Units**

#### **4.13 CI.1.      DESCRIPTION.**

This section describes embedded cast iron detectable warning units for flush curbs, headers, and locations where the warning units are subject to higher wear from traffic, snow plows, etc.

Embedded cast iron detectable warning units **are not to be used for pedestrian curb ramps.**

#### **4.13 CI.2.      MATERIALS.**

The embedded cast iron detectable warning units must meet the following requirements:

- 1) Must be made of cast iron or cast ductile iron.
- 2) Must be free of fins, pits, cracks, and other casting defects.
- 3) Meet the dimensional details and other requirements as noted on the NYCDOT Standard Details of Construction Drawing H-1011.
- 4) The flat surface between the domes must have an as-cast textured surface to improve traction.
- 5) Must be flat and not warped, not to exceed 1/16" across an individual detectable warning unit.
- 6) The manufacturer's name must be cast on the surface of the detectable warning unit in raised letters;
- 7) The dimensions of the detectable warning units must be as shown on the contract drawings or directed by the Engineer.

The Contractor must submit the following to the Engineer for approval prior to delivery of the detectable warning units:

- 1) A certification that the cast iron detectable warning units meet the specification requirements;
- 2) A dimensional drawing;
- 3) Two full sized cast iron detectable warning units.

After installation, the Contractor must submit a material certification. If the contract has FTA or FHWA funding, the certification must confirm that the detectable warning units were "Melted and Manufactured in the USA."

#### **4.13 CI.3.      CONSTRUCTION DETAILS.**

Embedded cast iron detectable warning units must be installed in plastic unhardened concrete or as otherwise recommended by the manufacturer or specified in the Contract Documents.

The Contractor will be required to follow all applicable manufacturer's requirements for environmental conditions, surface preparations, installation procedures, curing procedures, and materials compatibility.

Immediately prior to setting each warning unit in place, the installer shall mortar the bottom of each unit to ensure that full contact is made with the setting bed after each unit is set firmly and evenly bedded to the required grade and pitch, and brought to an even surface across joints. After the first unit is set in place and periodically thereafter as directed by the Engineer, to verify the Contractor's method of work, warning units shall be lifted immediately after setting in place to verify that full contact is being made with the setting bed. Any gaps shall be filled with additional wet bedding mixture, as may be required, and the work method adjusted, as approved by the Engineer, to prevent the occurrence of voids.

Preformed cast iron detectable warning units (excluding their raised truncated domes) shall be set flush with a top surface elevation tolerance of 1/16" between adjacent units but not more than +1/32" at perimeters between pavers and adjacent curb or sidewalk surfaces.

**4.13 CI.4. MEASUREMENT.**

The quantity of Embedded Cast Iron Detectable Warning Units to be measured for payment shall be the number of square feet, measured to the nearest tenth (0.1) of a square foot, installed to the satisfaction of the Engineer.

**4.13 CI.5. PRICE TO COVER.**

The unit price bid per square foot shall include all labor, material, equipment, insurance, and incidentals necessary to complete the work, including but not limited to bedding material, job site sample(s), repairs, and clean up.

Payment for this item, Embedded Cast Iron Detectable Warning Units, will be in addition to payment for the concrete on which the cast iron detectable warning unit is installed.

Additionally, no adjustment in payment shall be made for concrete removed to accommodate embedded units.

*Payment will be made under:*

Item No.	Item	Pay Unit
4.13 CI	EMBEDDED CAST IRON DETECTABLE WARNING UNITS	S.F.

(2) **Refer** to Standard Highway Specifications Volume II (August 1, 2015), Page 372:  
**Add** the following new **Section 6.39 B:**

**6.39.1. DESCRIPTION.** Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

**6.39.2. MATERIALS.** Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

**6.39.3. CONSTRUCTION METHODS.** Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

**6.39.4. PRICE TO COVER.**

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per **Section 6.39** of the NYCDOT Standard Highway Specifications;
2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;
3. The Schedule of Operations (project baseline schedule) per **Section 1.06.25** of the NYCDOT Standard Highway Specifications;
4. The Progress Schedule per Standard Construction Contract Article 9;
5. Preconstruction Photographs per **Section 6.43** of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and

6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract. -  
 However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price} + \text{Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.39 B	MOBILIZATION	L.S.

(3) **Refer** to Standard Highway Specifications Volume II (August 1, 2015), Page 551:  
**Add** the following new **Section 8.32:**

**SECTION 8.32 - Bark Chip Mulch**

**8.32.1. DESCRIPTION.** Under this section, the Contractor shall furnish and place Bark Chip Mulch, in accordance with the plans, specifications and as directed by the Engineer.

**8.32.2. MATERIAL.** Bark Chip Mulch shall be a natural forest product of 98% bark containing less than 2% wood or other debris. It shall be of White or Red Fir and/or Pine bark of a uniform grade with no additives or any other treatment. Size of bark shall be from 5/8" to 1-1/4". The ph factor should range from 5.8 to 6.2.

**8.32.3. METHODS.** Bark Chip Mulch shall be applied where required on the plans or directed by the Engineer as a ground cover to the surface of beds and tree pits after the planting is completed. Mulch shall be applied to a uniform depth of three (3) inches and shall be so distributed as to create a smooth, level cover over the exposed soil. Plants shall not be covered.

**8.32.4. MEASUREMENT.** The quantity of Bark Chip Mulch to be paid for will be the number of square yards of ground surface area that has been satisfactorily covered with bark chip mulch within the limits of the areas indicated on the plans and where directed by the Engineer.

**8.32.5. PRICES TO COVER.** The unit price bid per square yard for Bark Chip Mulch shall cover the cost of all labor, materials, plant, equipment, insurance and incidentals necessary to complete the work under this section in accordance with the plans, specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Item Description	Pay Unit
8.32	BARK CHIP MULCH	S.Y.

**C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS**

- (1) **Refer** to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page I-11:

**Add** the following to **Subsection 10.15**:

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Carlo Alunan at (718) 802-3003.

- (2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

- (3) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Peter Mallari at (646) 434-3362.

- (4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Marcello Demaio at (917) 417-9552.

- (5) CROWN CASTLE

There are CROWN CASTLE facilities in the area of construction. The Contractor shall notify CROWN CASTLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Leroy Francis at (917) 567-8762.

- (2) **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, 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) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-4194 or (718) 624-3752.

- (3) 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 (718) 786-3550, and Udaya Kumar Dommaraju of Bridges at (212) 839-4029 at least seventy-two (72) hours prior to the start of construction.

## (4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Mona Fakahani at (718) 390-2084.

## (5) N.Y.C. TRANSIT AUTHORITY

The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements:

Arrangements shall be made through:

Ms. Sarah Wyss  
Director Of Short Range, Bus Service Planning (SRB)  
New York City Transit  
2 Broadway, 17<sup>th</sup> Floor  
New York, N.Y. 10004  
Telephone No. (646) 252-5517  
sarah.wyss@nyct.com

(3) **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 the Traffic Stipulations (five (5) pages) that are attached to the end of this section, and as directed by the Engineer.

(4) **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page IV-9:  
**Add** the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has **not** filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.14** of this section.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

- (1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.
- (2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the

discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

- (5) **Refer** to Page IV-34:  
**Add** the following new **Section 40.14**:

**SECTION 40.14  
DEWATERING PERMITS**

**40.14.1 DESCRIPTION**

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the "dry condition".

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Long Island Well Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601 - Water Supply and Part 602 - Long Island Well. This permit is required only in the Boroughs of Brooklyn and Queens to withdraw water using a well point or deep well system where the total capacity of such well or wells is in excess of 45-gallons per minute (or 64,800-gallons per day); and,
- (C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of

the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

**40.14.2 QUALIFICATIONS**

The Environmental Scientist utilized to perform the work required under this section must have adequate experience in work of this nature (obtaining Long Island Well Permit/Dewatering Permit) and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

**40.14.3 NYSDEC DEWATERING PERMITS**

The dewatering system shall be designed by the Environmental Scientist using accepted and professional methods of design and engineering consistent with the best modern practices.

The material to be submitted shall include, but not be limited to the following:

- (1) Site Plan - Scaled, showing construction activity (e.g. excavation, pathway of the pipe, new outfalls, etc.) locations of well points, header pipes and pumps, and all staging and storage areas.

Also included herein shall be a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on beach areas shall be done in such a manner as to prevent any erosion or siltation and will require the design and installation of splash blocks and/or settling basins.

- (2) Dewatering System Specifications:

- |                               |                             |
|-------------------------------|-----------------------------|
| (a) Number of Well Points     | (h) Total Volume Pumped     |
| (b) Diameter of Well Points   | (i) Number of Pumps         |
| (c) Spacing of Well Points    | (j) Capacity of Pumps       |
| (d) Length to Screen          | (k) Duration of Pumping     |
| (e) Depth to Bottom of Screen | (l) Initial and Average GPM |
| (f) Static Water Level        | (m) Estimated Daily Pumpage |
| (g) Drawdown Required         | (n) Flow Meter              |

- (3) Cross Section - Scaled, showing well points, riser, header, annular material (if used) and other equipment associated with each point. A typical construction style drawing may be utilized. Should the Contractor be permitted to use a deep well system, all information regarding it must be submitted.
- (4) Drawdown Contour Map - Based upon a review of the surrounding area affected by the dewatering and upon boring within the project area and characteristics of the soils, the depth and pumping rate of dewatering system and the duration of the pumping, the Environmental Scientist shall submit both a narrative and diagram showing the anticipated maximum cone of depression which shall be shown from both above and in cross section on scaled diagrams. Contour lines on diagrams shall be labeled to show depth from land surface.
- (5) Description of Site and Adjacent Areas - A short narrative shall be prepared describing the land use in the area paying attention to any potential sources of groundwater contamination that may migrate into the well's cone of depression, such as gas stations, chemical plants, wrecking yards, sanitary landfills, etc. Latest map of the area shall be included in the narrative.
- (6) Groundwater Analysis - The Environmental Scientist shall develop and submit a sampling and analysis program subject to NYSDEC Approval (a minimum of one groundwater sample from a site well shall be collected and analyzed). A laboratory certified by the New York State Health Department shall analyze the samples. The sampling and analysis program must include but is not limited to the following:

## NYSDEC REGION 2 - DEWATERING PROJECTS SAMPLING INFORMATION

NO.	PARAMETERS	TYPE	EPA METHOD	DETECTION
1	pH	Grab	150.1	EPA min
2	Temperature	°F	After Pumping	EPA min
3	Fecal Coliform	Grab	5-Tubes/3-Dilutions	2-MPN/100-ml
4	Oil & Grease	Grab	413.1	EPA min
5	BOD5	Grab	405.1	EPA min
6	Total Suspended Solids	Grab	160.2	EPA min
7	Settleable Solids	Grab	160.5	EPA min
8	Chlorides	Grab	325.1-325.3	EPA min
9	Benzene	Grab	602	EPA min
10	Toluene	Grab	602	EPA min
11	Xylenes	Grab	602	EPA min
12	Ethylbenzene	Grab	602	EPA min
13	PCB's	Grab	608	(See Note 1)
14	Pesticides	Grab	608	EPA min
15	13 Priority Metals	Grab	200 series	EPA min
16	Acids Base/Neutrals	Grab	625-GC/MS	EPA min
17	Halogenated Volatiles	Grab	601-GC	EPA min
18	Nitrate/Nitrite	Grab	300 or 353.3	EPA min
19	Aromatic Volatiles	Grab	602-GC	EPA min
20	Cyanide (total or amenable)	Grab	335.1/335.2	EPA min

## NOTE:

- (1) List each individual aroclor found and report the concentration of each aroclor tested. Use the N.Y.S. detection limit, which is 0.065-µg/l.

Small dewatering projects with a total estimated pumped volume up to 15-Million Gallons (MG) require sampling analysis for parameters No.'s 1 through 12.

Medium dewatering projects with a total estimated pumped volume between 15-MG and 60-MG require sampling analysis for parameters No.'s 1 through 14.

Large dewatering projects with a total estimated pumped volume greater than 60-MG require sampling analysis for parameters No.'s 1 through 20.

Samples are to be collected after development of the well by a licensed well driller.

A laboratory certified by the NYS Department of Health must conduct all testing.

Irrespective of the aforementioned sampling requirements based on total estimated pumped volumes, the Department may require sampling of additional parameters if the proposed dewatering site is suspected of being contaminated.

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support



**40.14.4 SUBMISSION OF DEWATERING PLAN**

Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

**40.14.5 DAMAGES**

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

**40.14.6 SYSTEM REMOVAL**

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

**40.14.7 PAYMENTS**

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

- (6) **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) In Bartlett Place between Plumb Beach Avenue and Gerritsen Avenue; Kay Court between Plumb Beach Avenue and Just Court; Cyrus Avenue between Noel Avenue and Beacon Court; Beacon Court between Bartlett Place and Seba Avenue; Canton Court between Bartlett place and Seba Avenue; Dare Court between Bartlett Place and Seba Avenue; Eaton Court between Bartlett Place and Seba Avenue; Frank Court between Bartlett Place and Seba Avenue; Noel Avenue between Bartlett Place and Cyrus Avenue; and Post Court between Plumb Beach Avenue and Madoc Avenue, the restoration shall be as follows:
  - (a) Within the limits of the highway, full reconstruction shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWK2013GB.
- (2) In Abbey Court from Bartlett Place to Plumb Beach Channel; Cyrus Avenue from Just Court to Noel Avenue; Cyrus Avenue from Beacon Court to Gerritsen Avenue; Seba Avenue from Madoc Avenue to Gerritsen Avenue; Noel Avenue from Cyrus Avenue to Lois Avenue; Madoc Avenue from Cyrus Avenue to Lester Court; Madoc Avenue from Melba Court to Nova Court; Madoc Avenue from Post Court to Plumb Beach Channel; Channel Avenue from Celeste Court to Bevy Court; and Channel Avenue from Aster Court to Gerritsen Avenue, the restoration shall be as follows:
  - (a) Within the limits of the highway, resurfacing shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWK2013GB.

- (3) For the sanitary and storm sewer spot repair/ replacement and water main work located within the highway resurfacing scope, the restoration shall be as follows:
- (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete mixture on a base course of a minimum of four and one-half (4-1/2) inches of asphaltic concrete mixture, or a top course of a minimum of three (3) inches of asphaltic concrete mixture on a base course of a minimum of six (6) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.
- (4) If the water main work is to be extended outside the project limits, the restoration shall be as follows:
- (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a base course of a minimum of four and one-half (4-1/2) inches of asphaltic concrete mixture, or a top course of one and one-half (1-1/2) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of asphaltic concrete mixture on a base course of a minimum of six (6) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.
- (5) The following requirements apply:
- (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
  - (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 71.21 - Pavement Excavation** of the Standard Sewer And Water Main Specifications.  
  
The following streets are protected by New York City Administrative Code §19-144 (Local Law No. 14):
    1. Gerritsen Avenue between Bartlett Place and Plumb Beach Avenue. Protected until 09/12/2022.
  - (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration, the cost of which shall be deemed included in the prices bid for all pavement restoration items. Additionally, appropriate pavement keys as described below shall be used.
  - (d) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
  - (e) Unless otherwise specified, the cost for Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work shall be deemed included in the prices bid for all pavement restoration items.
  - (f) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 - TEMPORARY PAVEMENT MARKINGS (4" WIDE).

- (g) Payment for removal of existing pavement markings shall be made under Item No. 6.53 - REMOVE EXISTING LANE MARKINGS (4"WIDE).
- (h) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).
- (i) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u>	<u>Item</u>	<u>Payment Description</u>
4.02 AB-R	Asphaltic Concrete Wearing Course, 1-1/2" Thick	(For asphaltic concrete wearing course top course when <u>no</u> overlay is required.)
4.02 AF-R	Asphaltic Concrete Wearing Course, 2" Thick	(For 2" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
4.02 AG	Asphaltic Concrete Wearing Course, 3" Thick	(For 3" asphaltic concrete wearing course overlay from curb to curb or edge to edge.)
4.02 CB	Asphaltic Concrete Mixture	(For Asphaltic Concrete Mixture base course over trenches and cutbacks; Asphaltic Concrete Mixture top filler course under asphaltic concrete wearing course when <u>no</u> overlay is required; Asphaltic Concrete Mixture top course when overlay is required; Asphaltic Concrete Mixture in Type A and B Keys; and Asphaltic Concrete Mixture to fill in roadway depressions and to provide a leveling course prior to overlay where ordered.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration, (High Early Strength)	(For concrete base course over trenches and cutbacks.)
4.04 HA	Concrete Base For Pavement, 6" Thick, For Pavement Reconstruction, (High Early Strength)	(For concrete base course from curb to curb or edge to edge.)

**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 fifteen (15) pages plus five (5) pages of attachments.**

NO TEXT ON THIS PAGE



**OCMC TRAFFIC STIPULATIONS**

**DATE: 7/2/2018**

**OCMC FILE NO:** BNEC-18-284  
**CONTRACT NO:** HWK2013GB / SEK20069

**PROJECT:** RECONSTRUCTION OF GERRITSEN BEACH AREA

**LOCATION(S):** GERRITSEN BEACH

PERMISSION IS HEREBY GRANTED TO THE **NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

**L. 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 SUCH AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION**", AND ALSO POST A SIGN AT THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION**". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **CITYBENCH:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT [CITYBENCH@DOT.NYC.GOV](mailto:CITYBENCH@DOT.NYC.GOV) PRIOR TO COMMENCING WORK.
- E. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- F. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- G. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT [TMC@DOT.NYC.GOV](mailto:TMC@DOT.NYC.GOV) AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- H. **METERS** – THE PERMITTEE 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 PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- J. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.

**I. SPECIAL STIPULATIONS (CONTINUED)**

- 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(C)(3). 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.

**B. MAINTENANCE AND PROTECTION OF TRAFFIC**

1. **BARLETT PLACE FROM PLUMB BEACH TO GERRITSEN AVENUE**
2. **KAY COURT FROM PLUMB BEACH TO JUST COURT**
3. **POST COURT FROM PLUMB BEACH AVENUE TO MADOC AVENUE**
4. **NOEL AVENUE FROM BARLETT PLACE TO LOIS AVENUE**
5. **FRANK COURT FROM BARLETT PLACE TO SEBA AVENUE**
6. **EATON COURT FROM BARLETT PLACE TO SEBA AVENUE**
7. **DARE COURT FROM BARLETT PLACE TO SEBA AVENUE**
8. **CANTON COURT FROM BARLETT PLACE TO SEBA AVENUE**
9. **BEACON COURT FROM BARLETT PLACE TO SEBA AVENUE**
10. **ABBEY COURT FROM BARTLETT PLACE TO PLUMB BEACH AVENUE**

- Work hours shall be as follows: 9:00 am to 4:00 pm, Monday to Friday and 8:00 am to 5:00 pm, Saturday
- Contractor may fully close the roadway during working hours.
- Contractors may direct pedestrians to the opposite sidewalk during working hours only.
- Must plate and open roadway to traffic when site is unattended.
- Full width of the sidewalk shall be opened to pedestrians after working hours.

11. **CYRUS AVENUE FROM JUST COURT TO GERRITSEN AVENUE**
12. **SEBA AVENUE FROM MADOC AVENUE TO GERRITSEN AVENUE**
13. **MADOC AVENUE FROM CYRUS AVENUE TO PLUMB BEACH AVENUE**

- Work hours shall be as follows: 9:00 am to 4:00 pm, Monday to Friday and 8:00 am to 5:00 pm, Saturday.

- Contractors may direct pedestrians to the opposite sidewalk during working hours only.
- During working hours contractors must maintain one 11 foot lane for two way through traffic
- Must plate and open roadway to traffic when site is unattended.
- Full width of the sidewalk shall be opened to pedestrians after working hours.

**14. GERRITSEN AVENUE FROM LOIS AVENUE TO PUMB BEACH AVENUE**

- Work hours shall be as follows: 9:00 am to 4:00 pm, Monday to Friday and 8:00 am to 5:00 pm, Saturday.
- Must maintain 5 foot walkway for pedestrians on the sidewalk at all times.
- Maintain 2 lanes for traffic, one lane in each direction.
- After working hours must restore all travel lanes to traffic.
- May occupy the parking lane at all times.

**Special Notes:**

- ◆ Contractors must apply at OCMC office for any full roadway closures during this contract. Must provide 7 day notice once approved.

**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 PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITTEE 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**
    - 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.



**III. GENERAL NOTES (CONTINUED):**

- E. THE PERMITTEE IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE PERMITTEE MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE
- G. RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- H. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- I. 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.
- J. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE PERMITTEE 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.
- K. FOR THIS PROJECT THE PERMITTEE SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- L. THE PERMITTEE SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE PERMITTEE'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.
- M. 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



**OCMC TRAFFIC STIPULATIONS - AMENDMENT (1)**

October 3, 2018

**OCMC FILE NO:** BNEC-18-284  
**CONTRACT NO:** HWK2013GB / SEK20069  
**PROJECT:** RECONSTRUCTION OF GERRITSEN BEACH AREA

**LOCATION(S):** GERRITSEN BEACH

STIPULATIONS ORIGINALLY DATED JULY 2<sup>ND</sup>, 2018 GRANTING PERMISSION TO THE NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, IS HEREBY AMENDED AS FOLLOWS:

**I. MAINTENANCE AND PROTECTION OF TRAFFIC**

**A. CHANNEL AVENUE BETWEEN CELEST COURT TO GERRITSEN AVENUE**

1. Work hours shall be as follows: 9:00am to 4:00pm Monday to Friday and Saturday 8:00am to 5:00pm.
2. The contractor shall maintain one (1) eleven (11) foot lane for two (2)-way thru traffic with flaggers at each end of work zone. After working hours, the contractor shall restore the roadway to its full width.
3. During working hours the contractor shall maintain a minimum 5-foot clear sidewalk for sidewalks less than 15-feet in width and a minimum 8-foot clear sidewalks for sidewalks 15-feet or greater in width. After working hours the full width of the sidewalk shall be open to pedestrians.

**II. 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. **ALL OTHER STIPULATIONS UNDER ORIGINAL NYCDOT STIPULATIONS SHEET BNEC-18-284 DATED JULY 2<sup>ND</sup>, 2018 WHICH HAVE NOT BEEN CHANGED BY THIS AMENDMENT REMAIN IN EFFECT.**
- C. THE PERMITTEE IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE PERMITTEE MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- D. 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.
- E. 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.
- F. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

  
GARY SMALLS  
DIRECTOR  
OCMC-STREETS

  
JUSTIN NANTON  
PROJECT MANAGER  
OCMC-STREETS

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**FEMA - PAGES:**

**FEDERAL EMERGENCY  
MANAGEMENT AGENCY FUNDING**

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# FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) FUNDING ATTACHMENT

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. The riders and exhibits listed below, and included in this Attachment, are made a part of this contract documents, and the Contractor shall be responsible for compliance with all the provisions contained therein:
  - UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS (11/10/2015)
  - FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) RIDER (10/27/2015)
  - FEMA EXHIBIT 2 (10/27/2015)
2. **SCOPE OF WORK SEPERATION.** This project, either in part or in whole, is eligible to receive FEMA disaster assistance funding. As a result, the scopes of work eligible for reimbursement by FEMA will be tracked separately during the construction by the Engineer. Although tracking these FEMA-funded items will be primarily be the responsibility of the Engineer, the contractor will be required to assist the Engineer in this effort.
3. **CHANGE ORDERS AND OVERRUNS.** When change orders or overruns pertain to those portions of the project eligible for reimbursement by FEMA, the Contractor must provide detailed documentation to justify the eligibility of the added work, in addition to the requirements of Articles 25 and 26 of the New York City Standard Construction Contract. At a minimum, this documentation shall include the exact location of the work, justification for changing the original scope of work (either new work or quantity changes), field sketches/as-built drawings for the added work and photographs detailing the conditions necessitating the work. The documentation shall be approved by the Engineer.

In addition, change order requests shall be formatted as follows:

- a. If contract covers work at multiple facilities and/or sites, change order requests shall identify the facility and/or site to which they apply.
- b. Change order requests shall identify the component scope to which the change applies.

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**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER  
FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS  
(11/10/2015)**

*[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts (“Rider”) must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]*

**A. Definitions.** As used in this Rider:

- (1) “Awarding Entity” means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.
- (2) “City” means the City of New York.
- (3) “Commissioner” means the head of the City agency entering into this Contract.
- (4) “Construction” means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) “Contract” refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) “Contractor” means the entity performing the services pursuant to a Contract.
- (7) “Federal Agency” means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) “Government” means the U.S. government.
- (9) “Rider” means this Uniform Federal Contract Provisions Rider.

**B. Termination and Remedies for Breach of Contract.** The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City’s Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or



(iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause.** The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days’ notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole

or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18

U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement.* The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience.** The City shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally

delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**c. Termination due to Force Majeure**

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**d. Termination due to Reductions in Federal Funding**

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this

paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.
- iii. If the City reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**C. Standard Provisions.** The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).
- (5) *Debarment.* The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor

its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

- (6) *Byrd Anti-Lobbying Amendment (31 USC §1352)*. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining this Contract. If the Contract is \$100,000 or more, the Contractor shall disclose to the City any lobbying with non-Federal funds that took place in connection with obtaining this Contract. Each lower tier subcontractor shall make such certification and forward any required disclosures from tier to tier up to the City as grant recipient. (Certification appears in Federal Appendix A)
- (7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (8) *Documentation of Costs*. All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.
- (9) *Records Retention*. The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for three years after final payment under the Contract is made and all other pending matters are closed.
- (10) *Records Access*. The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms*. Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(12) *Intangible Property.*

- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.
- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written

permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.

- c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

**D. Special Provisions for Construction Contracts.** If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

- a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a



rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- c. The Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but “permissible” salary deductions.
- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(2) *Equal Employment Opportunity*. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.**

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 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 areas 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 organization's 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 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 on-site 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.

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 non-segregated 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 supervisor's 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 work force 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, 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 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

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 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 hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (3) (A) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR Part 6-1.4(b). **[Effective through January 10, 2016]**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he 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 under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That 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 administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(B) Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR Part 6-1.4(b). **[Effective starting January 11, 2016]**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he 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 under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that 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 administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]**

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

a. *Definitions.* The following definitions apply to this section (D).



- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
  - ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
  - iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
  - iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
  - v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
  - vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to

practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*
- i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
  - ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.
  - iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign

patent applications where such filing has been prohibited by a Secrecy Order.

- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

*d. Conditions When the Government May Obtain Title*

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

- i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.
- ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.
- iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

*e. Minimum Rights to Contractor and Protection of the Contractor Right to File*

- i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

- ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

- i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
- ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary

to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
- iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
  - ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal

Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:
  - i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
  - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
  - iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. *Special Provisions for Contracts with Nonprofit Organizations.*  
If the Contractor is a nonprofit organization, it agrees that:

i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps

to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.



Certification Regarding Lobbying

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



**FEDERAL EXHIBIT 1**

**NOTICE TO BIDDERS**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract 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 and Timetables for Minorities**

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>
Electricians . . . . .	9.0 to 10.2
Carpenters . . . . .	27.6 to 32.0
Steamfitters . . . . .	12.2 to 13.5
Metal Lathers . . . . .	24.6 to 25.6
Painters . . . . .	28.6 to 26.0
Operating Engineers . . . . .	25.6 to 26.0
Plumbers . . . . .	12.0 to 14.5
Iron Workers (structural) . . . . .	25.9 to 32.0
Elevator Constructors . . . . .	5.5 to 6.5
Bricklayers . . . . .	13.4 to 15.5
Asbestos Workers . . . . .	22.8 to 28.0
Roofers . . . . .	6.3 to 7.5
Iron Workers (ornamental) . . . . .	22.4 to 23.0
Cement Masons . . . . .	23.0 to 27.0
Glazers . . . . .	16.0 to 20.0
Plasterers . . . . .	15.8 to 18.0
Teamsters . . . . .	22.0 to 22.5
Boilermakers . . . . .	13.0 to 15.5
All Other . . . . .	16.4 to 17.5

**Goals and Timetables for Women**

From April 1, 1980 until the present . . . . . 6.9

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 made 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 contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

**FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) RIDER  
(10/27/2015)**

**For use with contracts funded by the FEMA Grant and Cooperative Agreement Programs,  
including the Public Assistance Program**

(This Rider should not be used with contracts funded by the following FEMA Programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. This Rider should be accompanied by the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.)

1. Suspension and Debarment. Section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:
  - (a) This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.
  - (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (c) The certification in paragraph (a), above, and section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the City of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of New York and, if applicable, the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
2. Davis-Bacon Act. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of the Contractor pursuant to FEMA regulations. However, if this Contract is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.
3. Rights to Inventions Made Under a Contract or Agreement. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not

apply to the following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.

4. Copeland “Anti-Kickback” Act. The Contractor shall comply with provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (A).
5. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).
6. Access to Records.
  - (a) The Contractor agrees to provide the City of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.
  - (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
7. Logos. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
8. Compliance with Law. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
9. Federal Government not a Party. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor or any other party pertaining to any matter resulting from the contract.
10. False Claims. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor’s actions pertaining to this contract.

**EXHIBIT 2**  
**Federal Labor Standards Provisions (Non-Davis Bacon)<sup>1</sup>**  
**Federal Emergency Management Agency**  
**(10/27/2015)**

**Applicability:** The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. Compliance with the Copeland “Anti-Kickback” Act.**

1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**B. Compliance with the Contract Work Hours and Safety Standards Act.** The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.

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 B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In

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<sup>1</sup> This version of Exhibit 2 applies to contracts funded by FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program. Do not use this version of Exhibit 2 in connection with FEMA programs that are subject to the Davis-Bacon Act; such programs are the Emergency Management Preparedness Grant Program, the Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

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 City of New York shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B 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 B.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.



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**MM - PAGES:**

**MULTI-MODAL (MM)  
CAPITAL PROJECT ATTACHMENTS**

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# MULTI-MODAL (MM) PROGRAM FUNDING ATTACHMENT

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**

I. The requirements and exhibits listed below, and included in this Attachment, are made part of the Contract documents, and the Contractor will be responsible for compliance with all the provisions contained here, including, but not limited to:

- Minority and Women Owned Enterprise (M/WBE) Requirement;
- Equal Employment Opportunity (EEO) Requirement;
- Appendix A – Standard Clauses for New York State Contracts

II. Amendments to the NYC Department of Transportation Standard Highway Specifications, Volume I, General Conditions:

- i) Refer to Pages 36 through 38, Article 1.06.46. Project Sign;  
Add the following text to the end of Article 1.06.46:

### **“(B) ADDITIONAL MM PROJECT SIGN:**

In addition to the Project Sign specified in Subsection 1.06.46.(A), above, the Contractor shall also be required to furnish and install an MM Project Sign as directed by the Engineer.

The MM Project Sign shall be posted and maintained upon the site at a point and in a prominent position where directed by the Commissioner. The Contractor shall protect and repair the sign from damage during the continuance of work under the Contract. In addition, the requirements for Sign Quality, Schedule, and Removal as specified under Subsection 1.06.46.(A)2, 3, and 4 shall also apply to the MM Project Sign and the sign panel material shall be the same as that used for the Project Sign required under Subsection 1.06.46.(A), but with the dimensions of the sign to be provided by the Engineer.”

## **III. MINORITY AND WOMEN'S BUSINESS ENTERPRISE (M/WBE) REQUIREMENT**

M/WBE is a general term that refers to a Minority Business Enterprise (MBE) or a Women's Business Enterprise (WBE). The M/WBE program applies to this contract.

The New York City Department of Design and Construction (DDC or the Department) seeks to:

- Ensure nondiscrimination in award and administration of Department contracts;
- Ensure that only firms that fully meet M/WBE eligibility standards are permitted to participate in the Department's M/WBE programs;
- Help remove barriers to the participation of M/WBEs in the performance of Department contracts;
- Create a level playing field on which M/WBEs can fairly compete for Department contracts; and
- Assist in the development of firms that can compete successfully in the construction industry outside the M/WBE programs.

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 M/WBE Program requirements stated below. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department 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. The Contractor shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

**A. Statutory Authority.** The New York State (State) statutory authority for the M/WBE Program is contained in Section 85 of the Highway Law, Section 428 of the Transportation Law, and Executive Law Article 15-A. Regulations have been promulgated under 5 NYCRR 140-145. The parties to this contract shall comply with these laws, rules and regulations and the M/WBE Program requirements stated below.

**B. M/WBE Goal(s).** This contract has two separate and distinct goals, one for MBEs and one for WBEs, which cannot be combined. The Department will monitor the Contractor's attainments towards M/WBE goals in accordance with Part V herein, Civil Rights Monitoring and Reporting. M/WBE goals are as follows:

- **25%** Combined Minority and Women's Business Enterprise Participation, comprising of:
  - **10%** Minority Business Enterprise Participation
  - **15%** Women's Business Enterprise Participation

The Department has established contract utilization goal(s) for M/WBEs, which are expressed as a percentage of the total contract price. The goal(s) are stated above 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 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 may be grounds for rejection of the bid as non-responsive.

**C. M/WBE Eligibility.** Only those M/WBE firms that are certified by the NYS Department of Economic Development are eligible to be used for goal attainment. M/WBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as an M/WBE. The participation of a firm that is certified as an MBE cannot be counted toward a WBE goal, and the participation of a firm that is certified as a WBE cannot be counted toward an MBE goal. The participation of a firm that is certified as both an MBE and a WBE will only be counted toward one goal, and cannot be divided between the two goals. A business directory is available on the Empire State Development website at [www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html).

Additionally, the Contractor is encouraged to contact DDC Diversity and Industrial Relations/M/WBE Compliance and Outreach to discuss additional methods of maximizing participation by M/WBEs contact Lea Mapp, M/WBE Outreach & Compliance Analyst at 718-391-1003.

**D. Counting M/WBE Participation Towards the M/WBE Goal(s).** The value of the work performed by a M/WBE, including that of a M/WBE 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 M/WBE prime contractor shall still provide opportunities for participation by other M/WBEs. Work performed by M/WBEs on the contract will be counted as set forth below. If the Department determines that some or all of a M/WBE'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. **Subcontractors.** 100% of the value of the work performed by a M/WBE Subcontractor will be counted toward the M/WBE goal(s), including the cost of materials and supplies purchased by the M/WBE, except the cost of supplies or equipment rented or leased from the Contractor or its affiliates will not be counted.
2. **Manufacturers/Fabricators.** 100% of the expenditure to a M/WBE Manufacturer or Fabricator will be counted toward the M/WBE goal(s). Manufacturers or Fabricators may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.
3. **Material Suppliers.** 100% of the expenditure to an M/WBE Material Supplier will be counted toward the M/WBE goals. Packers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not Material Suppliers. Material Suppliers may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.
4. **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 M/WBE Broker/Manufacturer's Representative will be counted toward the M/WBE goal(s), provided they are determined by the Department 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.

5. **Services.** 100% of the expenditure for fees charged by a M/WBE 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 M/WBE goal(s), provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
6. **Trucking Operations.** A M/WBE 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, and the arrangement cannot be contrived solely for the purpose of meeting the M/WBE goal(s). The M/WBE trucking firm shall control the day-to-day M/WBE 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. **M/WBE Owned/Leased Trucks.** 100% of the value of the trucking operations the M/WBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the M/WBE using drivers it employs, will be counted toward the M/WBE goal(s).
  - b. **Other M/WBE Trucks.** The M/WBE may obtain trucks from another M/WBE, including an owner/operator. 100% of the value of the trucking operations that the other M/WBE provides will also be counted toward the M/WBE goal(s).
  - c. **Non-M/WBE Trucks.** The M/WBE may obtain trucks from a non-M/WBE, including an owner-operator. Only the value of the fee or commission that the M/WBE receives as a result of the arrangement with the non-M/WBE will be counted toward the M/WBE goal(s).
7. **Equipment Rental.** 100% of the expenditure to a M/WBE for equipment rental will be counted toward the M/WBE goal(s). The Contractor shall have a written rental agreement with the firm that rents the equipment.
- E. **Conditions of Participation.** M/WBE participation will be counted toward meeting the M/WBE contract goal(s), subject to the following conditions:
  1. **Commercially Useful Function.** A M/WBE 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. Regardless of whether an arrangement between the Contractor and the M/WBE represent standard industry practice, if the

arrangement erodes the ownership, control or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal(s) and may be required to backfill the participation. A M/WBE 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 M/WBE participation.

An M/WBE may rebut a determination by the Department that the M/WBE is not performing a commercially useful function to the NYS Department of Economic Development.

2. **Work Force.** The M/WBE must 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. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.
3. **Supervision.** All work performed by the M/WBE must be controlled and supervised by the M/WBE 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 M/WBE and other supervisors necessary to coordinate the contract work.
4. **Equipment.** M/WBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. The M/WBE shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates, and shall provide documentation to the Department 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. Requests For Waiver.** A potential bidder, defined as one who has purchased the contract documents, may request a waiver of all or part of a contract's M/WBE goal(s) by submitting a written request to the DDC Office of Diversity and Industry Relations. The request shall be submitted no later than 17 calendar days prior to the contract letting, in order to allow sufficient time for a review and issuance of an amendment of the established goal(s), if necessary, in accordance with the Department's schedule for contract amendments. The request should contain sufficient justification as to why the goal(s) should be waived or reduced, and should at least address the following factors: the potential Bidder's method of accomplishing the work, the subcontracting opportunities associated with the proposed method, and the availability of certified M/WBEs for the work to be subcontracted.



**G. Good Faith Efforts.** To determine whether a bidder that has failed to meet the M/WBE contract goal(s) may receive the contract, the Department will decide whether the efforts the Bidder made to obtain M/WBE participation were "good faith efforts" to meet the goal(s). Efforts to obtain M/WBE 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 M/WBE participation sufficient to meet the goal(s).

In order to award a contract to a bidder that has failed to meet the M/WBE contract goal(s), the Department 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.

When a contract is awarded with M/WBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall periodically review items that are available for M/WBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract, and conduct additional M/WBE 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 M/WBE participation. It is not a mandatory checklist, nor is it intended to be exhaustive or exclusive.

1. Securing participation by certified M/WBE firms for work that they are listed to perform that is in the contract. Only M/WBEs certified by the NYS Department of Economic Development shall be used to fulfill the established goal(s) on this contract.
2. Soliciting through reasonable and available means the interest of certified M/WBEs who have the capability to perform the work of the contract. The Bidder shall solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The Bidder shall verify that M/WBEs received the solicitation by following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of good-faith efforts, using the Solicitation Log as a continuing record.
3. Soliciting, at a minimum, certified M/WBEs in the appropriate geographic area:
  - For all work, soliciting certified M/WBEs within 75 miles of the contract location.
  - For trucking operations and equipment rental, soliciting certified M/WBEs within 75 miles of the contract location.
  - For work such as guide rail, fencing, landscaping, work zone traffic control, survey, signs, permanent highway lighting, traffic signals, and intelligent transportation systems (ITS); soliciting certified M/WBEs within 150 miles of the contract location.

- For work such as pavement markings, manufacturers, fabricators, material suppliers, brokers, and services; soliciting certified M/WBEs within 300 miles of the contract location, or on an upstate or downstate basis.
4. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal(s) will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, even when the Contractor might prefer to perform these work items with its own forces.
  5. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  6.
    - a. *Negotiating in good faith with interested M/WBEs.* It is the Bidder's responsibility to make a portion of the work available to M/WBE Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE Subcontractors and material suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs 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 M/WBEs to perform the work.
    - b. *Additional Costs.* The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal(s), as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.
  7. Not rejecting M/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
  8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department.
  9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
  10. Where available, effectively using the services of available minority/women focused media, trade associations, and contractor groups; local, state, and State 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 M/WBEs.

**H. M/WBE Pre-Award Utilization Package.** Together with its bid, each Bidder must return the completed M/WBE Schedule of Utilization and the M/WBE Solicitation Log, found in the Volume 1 Bid Booklet and also available at:

<https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/multi-modal/forms>.

For each M/WBE Subcontractor, the Bidder shall indicate the contract pay item number(s) of the work to be performed. The Bidder shall explain, in writing, the scope of work to be performed by the M/WBE for any item which is not completely performed by the M/WBE Subcontractor. This does not include items for which the Contractor is performing less than the total contract quantity for that item.

For each M/WBE Manufacturer, Fabricator, Material Supplier, or Broker, 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 Bidder shall use a contract pay item(s) to which the activity relates.

For each M/WBE Service, the 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 Department contract pay item, the Bidder shall use a contract pay item(s) to which the activity relates.

For each M/WBE Trucking Operation, the 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 Bidder shall use a contract pay item(s) to which the activity relates. The 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 M/WBE commitment. The Bidder shall provide copies of all lease agreements utilized by the M/WBE.

If the Bidder has met or exceeded the established M/WBE goal(s) for the contract utilizing certified M/WBEs it is not necessary to submit documentation of good faith efforts.

If the Bidder has not met the M/WBE 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 inquires that were returned as undeliverable and quotations submitted by M/WBEs that are not included in the M/WBE Schedule of Utilization 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 M/WBE for the type and amount of work identified in the approved M/WBE Utilization Worksheet.

**I. Bidder's Failure to Comply.** The Department's acceptance of the Bidder's bid is conditioned upon the Bidder's fulfillment of the M/WBE utilization requirements. If the Bidder fails to submit a complete M/WBE utilization package with its bid and/or fails to attain the

M/WBE utilization goal(s) and to satisfactorily document its good faith efforts, the bid may be declared incomplete and the deposit may be subject to forfeiture pursuant to Section 27 of the Information for Bidders, Contract Document Volume 2 of 3. The Bidder, upon receipt of written notification of its failure to comply with the M/WBE utilization requirements shall have 5 work days to carry out the corrective action(s) described in the notification.

If the Department determines that the Bidder has failed to meet the good faith effort requirements, the Department will, before awarding the contract, provide the Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination that the Bidder failed to meet the goal(s) or make adequate good faith efforts to do so. As part of this reconsideration, the 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 Bidder a written decision on reconsideration, explaining the basis for finding that the Bidder did or did not meet the goal(s) or make adequate good faith efforts to do so.

**J. M/WBE Utilization Plans:** Bidders must submit the M/WBE Schedule of Utilization with their bids as provided in the bid book (form AAP 19LL NYS). The utilization plans listed below must be provided when requested by the Department prior to award. The utilization plans include but are not limited to:

- AAP 10LL NYS M/WBE Solicitation Log
- AAP 15LL NYS Designation of AA Representatives (one for the prime contractor as well as each subcontractor)
- AAP 19LL NYS M/WBE Schedule of Utilization
- AAPHC 20LL NYS Part 1 M/WBE Utilization Worksheet, Part 2 Subcontractor Approval
- AAP 22LL NYS M/WBE Material Supplier Commitment Information
- AAP 23LL NYS M/WBE Trucking Commitment Information
- AAP 35LL NYS Workforce Participation Plan

These forms are available online at:

<https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/multi-modal/forms>

If the apparent low bidder did not meet one or both of the goals, they must submit evidence of good faith efforts to obtain the goal(s). Submitting a complete and accurate utilization plan with bid documents is a condition of award, as well as meeting the goals or demonstrating good faith efforts to do so.

**K. Monitoring and Reporting.** M/WBE participation will be monitored by the Department as the project progresses. Attainments must be reported by the prime Contractor to the Department by the 15th of the month for the previous month, utilizing form *AAP 21LL Contractor Report of Contract Payments*.

#### **IV. Equal Employment Opportunity (EEO) Requirement**

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 table following this Part IV.

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, Title VII of the Civil Rights Act of 1964, Federal Aid Highway Act of 1968 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 200, 23 CFR 230, 41 CFR 60, 49 CFR 21, and 5 NYCRR 140-145.

#### **B. Definitions.**

1. For this contract, a minority group member is defined under this subsection as a United States citizen or permanent resident alien who is, and can demonstrate membership in, one of the following groups:
  - a. Black person having origins in any of the Black African racial groups;
  - b. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
  - c. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent, or the Pacific Islands;
  - d. Native American or Alaskan native person having origins in any of the original peoples of North America.

**C. Contractor Obligations.** The Contractor shall develop and implement an EEO policy in accordance with APPENDIX A – STANDARD CLAUSES FOR 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, sexual orientation, gender identity, national origin, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

To the extent required by Article 15 of the Executive Law and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor shall not

discriminate against any employee or applicant for employment because of military status, predisposing genetic characteristics, marital status, familial 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.

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, sexual orientation, gender identity, national origin, age, military status, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
3. **Compensation Information.** The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. **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' representative of the Contractor's commitments to equal employment opportunities, under the Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **Executive Order 11246.** The Contractor shall comply with all provisions of the Federal Executive Order 11246, and of the rules, regulations, and relevant orders of the U. S. Secretary of Labor.
6. **Furnishing Information.** The Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the U.S. 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.

- 7. *Non-Compliance.*** In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts by rule, regulation, or order, or as otherwise provided by law.
- 8. *Subcontracts/Purchase Orders.*** The Contractor shall include the provisions of Subsection C, *Contractor Obligations*, of this Article IV, in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of the Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the U.S. Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**D. *Employment Goals.*** 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. The covered area is the county or counties in which the work is located. 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).

The Contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, military status, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

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 Part V herein, 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 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, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed. 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.

The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

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. Contractor 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, classification (e.g., supervisor, journeyworker, apprentice, or trainee), 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.

The Contractor's compliance with the Executive Order and 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by these specifications and its efforts to meet the goals.

**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 efforts to ensure equal employment opportunity. 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.

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. 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.

**G. 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.

**H. Bid Submission.** Together with their bids, bidders must submit form *AAP 35LL Workforce Participation Plan* to indicate the projected combined workforce during the pre-construction meeting.

**I. Monitoring and Reporting.** EEO participation will be monitored by the Department as the project progresses. Attainment must be reported by the prime Contractor to the Department by the 15th of the month for the previous month, utilizing form *AAP 33LL Employment Utilization Report*. An AAP 33LL must be submitted as follows: a report for the prime Contractor's workforce, a report for each subcontractor's workforce, and a composite report for the combined workforce.

## GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

### GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
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)**

## **V. 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 this contract. The Contractor shall submit complete, accurate, electronic data to the Department using the approved civil rights reporting software. 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 the contractor payment submittals.

- A. **Civil Rights Officer(s).** The Contractor shall designate a Corporate Civil Rights Officer, a Corporate M/WBE 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 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 on a monthly basis, not later than the 10th of the following month. Data shall be submitted showing the total hours for each payroll week separately through the end of the last full payroll week for that month. Payroll weeks are determined based on the firm's established payroll end date. Data shall include employee name, gender, ethnicity, and hours worked by trade(s) and classification. Employment utilization percentages are determined using data from the start of work up to and including the month being reported. For the purpose of determining utilization percentages, the hours of female and minority employment are tabulated separately and attainment percentages are calculated separately.
2. **Monthly Training Progress Report.** The Contractor must submit a monthly training progress report to the Engineer not later than the 15th of each month, utilizing AAP 26LL NYS – Monthly Training Progress Report, to report all apprenticeship participation. Apprenticeship requirements are set forth in the bid booklet, Volume 1 of 3.
3. **Contractor Compliance with EEO Requirements.** 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.

D. **M/WBE Monitoring and Reporting.** The Engineer will monitor the work to ensure that the identified M/WBEs perform the work as identified in the Contractor's commitments. Attainment will be measured based on payments made to M/WBEs. Attainment based on work completed by M/WBEs that are no longer certified will not be counted after the M/WBE is no longer certified.

1. **Report of Payments to Subcontractors and M/WBEs.** The Contractor shall report payments made to all Subcontractors and all M/WBEs, in order to measure goal attainment and to gauge the effect of M/WBE goal(s) on the industry. The Contractor shall submit payment data for all Subcontractors and for all M/WBEs approved by the Department that are due a payment or have received a payment within the last month. The Subcontractor or M/WBE shall acknowledge payment not later than 7 calendar days after receipt. The Contractor shall enter the final payment to each Subcontractor or M/WBE 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 M/WBE shall acknowledge payment not later than 7 calendar days after receipt.
2. **Revisions to M/WBE Utilization.** The Contractor shall obtain Department approval for substantial revisions in M/WBE utilization prior to implementing any proposed change through submission of a revised M/WBE Utilization Worksheet using the Department approved civil rights reporting software.

If the reduction of the M/WBE's work or the removal of the M/WBE, including for reasons of commercially useful function violations, causes the M/WBE utilization to fall below the goal(s), the Contractor shall make good faith efforts to find another M/WBE to substitute for the original M/WBE to perform at least the same amount of work as the M/WBE that was terminated, to the extent needed to meet the contract goal(s).

A M/WBE may be substituted if the work committed to the M/WBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected M/WBE. 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 M/WBE utilization:

1. Adding, removing or substituting a M/WBE.
2. Adding new item(s) of work to a M/WBE within a NGIP, CSI, NYSDOT, or NAICS Code for which the M/WBE is not currently approved.
3. Significantly reducing the dollar value of or eliminating the M/WBE's item(s) of work. Significant reduction will be determined by comparison to the total M/WBE contract goal.

The following modifications will not be considered a substantial revision in M/WBE 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 M/WBE.
2. Substituting similar dollar values of work within the NGIP, CSI, NYSDOT, or NAICS Codes that the M/WBE is currently approved for.

3. Changes in utilization due to differences between estimated quantities and actual work performed.

In the cases of substantial reduction, removal or substitution, the Contractor shall provide written justification with a substantive basis for the change. A Contractor's ability to negotiate a more advantageous contract with another Subcontractor will not be considered a valid basis for change.

- 3. Contractor Compliance.** If the Contractor fails to meet the M/WBE utilization goal(s), to exert a good faith effort, or otherwise fails to comply with the M/WBE requirements, 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 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.

Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

Such Liquidated Damages for failure to meet the M/WBE requirements shall be calculated as an amount equaling the difference between the amount committed to MWBEs by the Contractor at award; and the amount actually paid to MWBEs for work performed or materials supplied under the Contract, not including any amount for work deleted by the Department.

**E. Apprenticeship Monitoring and Reporting.** The Contractor must report all apprenticeship participation as part of its Employee Utilization Data submitted monthly per Paragraph C of this Part V. 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.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

January 2014

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## 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, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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.**

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.** 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/reg/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.



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EP7 (1.0) - PAGES

**GAS COST SHARING (EP-7)  
STANDARD SPECIFICATIONS**

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**NOTICE**

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

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## I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

## II - GENERAL PROVISIONS; GAS COST SHARING WORK

### 1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

### 2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

#### **2a. Water Main Accommodations:**

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

#### **2b. Sewer Accommodations:**

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

#### **3. Quantity Overruns, EP-7 Funded Bid Items:**

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

#### **4. Changes And Extra Work:**

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

#### **5. Excavation:**

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

#### **6. Backfilling And Street Restoration:**

Backfilling operations and street restorations shall be in accordance with contract requirements.

#### **7. Non-Responsive Bids:**

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

#### **8. Minimum Clearances:**

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

**9. Work By Facility Operator:**

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

**10. Materials Furnished By Facility Operator:**

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

**11. Liability And Insurance:**

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

**12. Width And Depth Of Excavation:**

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

**13. Depth And Crossing Angles Of Gas Facilities:**

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of



excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

#### **14. Maintenance Of Traffic For Gas Work:**

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

#### **15. Relocated Gas And Temporary Systems Installation:**

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

#### **16. Role Of Company Inspector:**

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

#### **17. Coordination With Gas Company:**

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

### **III - TECHNICAL SECTION**

#### **SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.**

##### **1. Description:**

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

## 2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

## 3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

## 4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

**5. Method Of Payment:**

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

**6. Price To Cover:**

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

**SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.**

**1. Description:**

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

**2. Method Of Measurement:**

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

**3. Method Of Construction:**

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

**SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.**

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:  
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

#### 5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

### **SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.**

#### 1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

#### 2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

#### 3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

#### 4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

#### 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

### **SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)**

#### **1. Description:**

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

#### **2. Determination Of Operating Status Of Gas Facilities:**

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

#### **3. Requirements:**

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

#### 4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

#### 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

### **SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)**

#### 1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

#### 2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

### 3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

### 4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

### 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

## **SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)**

### 1. Description:



Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

## 2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

## 3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

## 4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

## **SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)**

### 1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

### 2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities,

then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

### 3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

### 4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

### 5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

## **SECTION 6.06 - Special Care Excavation And Backfilling.**

### 1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

## 2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

## 3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

## 4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

## 5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

## 6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

## 7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated

maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

## **SECTION 6.07 - Test Pits For Gas Facilities.**

### **1. Description:**

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

### **2. Methods Of Construction:**

A. **Excavation:** Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. **Maintenance Of Test Pits:** Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate

barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. **Pavement And Sidewalk Restoration:** After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. **Measurements:**

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. **Price To Cover:**

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

## **SECTION 6.08 - "NO TEXT"**

## **SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)**

1. **Description:**

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. **Materials:**

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

### 3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2")

thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

#### 4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

#### 5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

### **SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)**

#### 1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

#### 2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

#### 3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel



traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

**Maintenance of Trench Excavation** - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

**Pavement and Sidewalk Restoration** - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

#### 4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

**GAS COST SHARING STANDARD SPECIFICATIONS**  
**SCHEDULE GCS-A**

**Average rate charged by utility companies to Disconnect and Reconnect Gas Services:**

1. National Grid - \$586.90 per Service/and Visit
2. Con Edison - \$524.00 per Service/and Visit

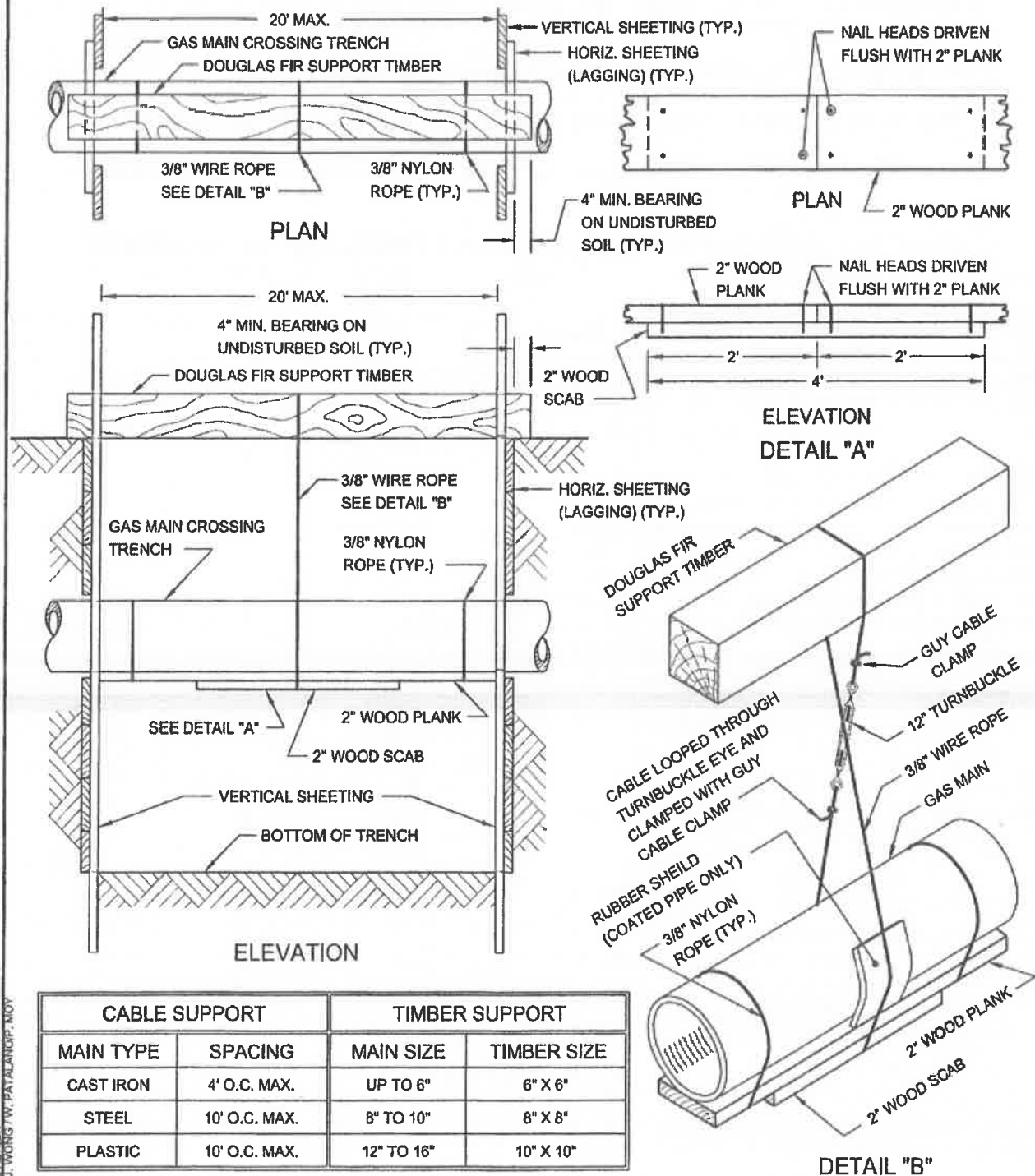
#### **IV - STANDARD SKETCHES; GAS COST SHARING WORK**

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

## GAS COST SHARING WORK (SKETCH NO. 1)

### SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE

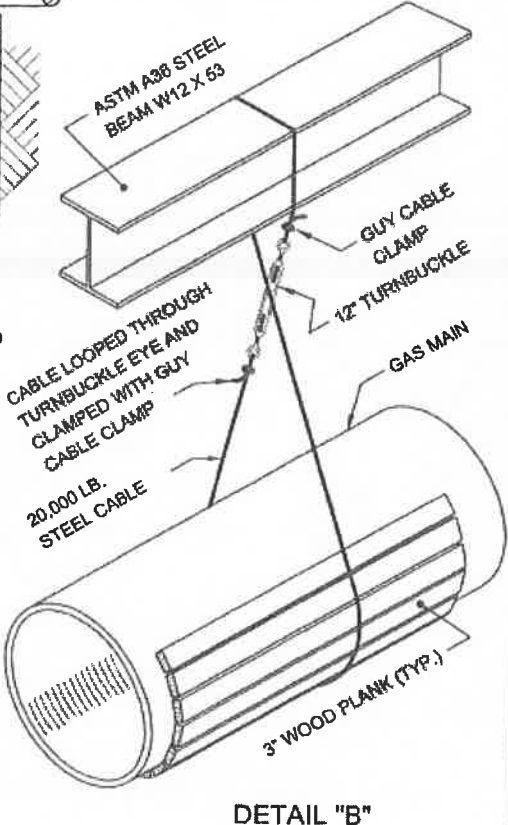
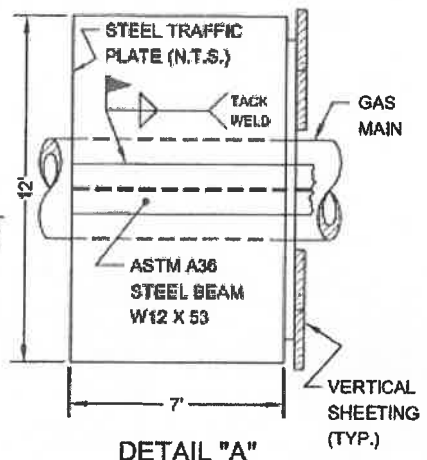
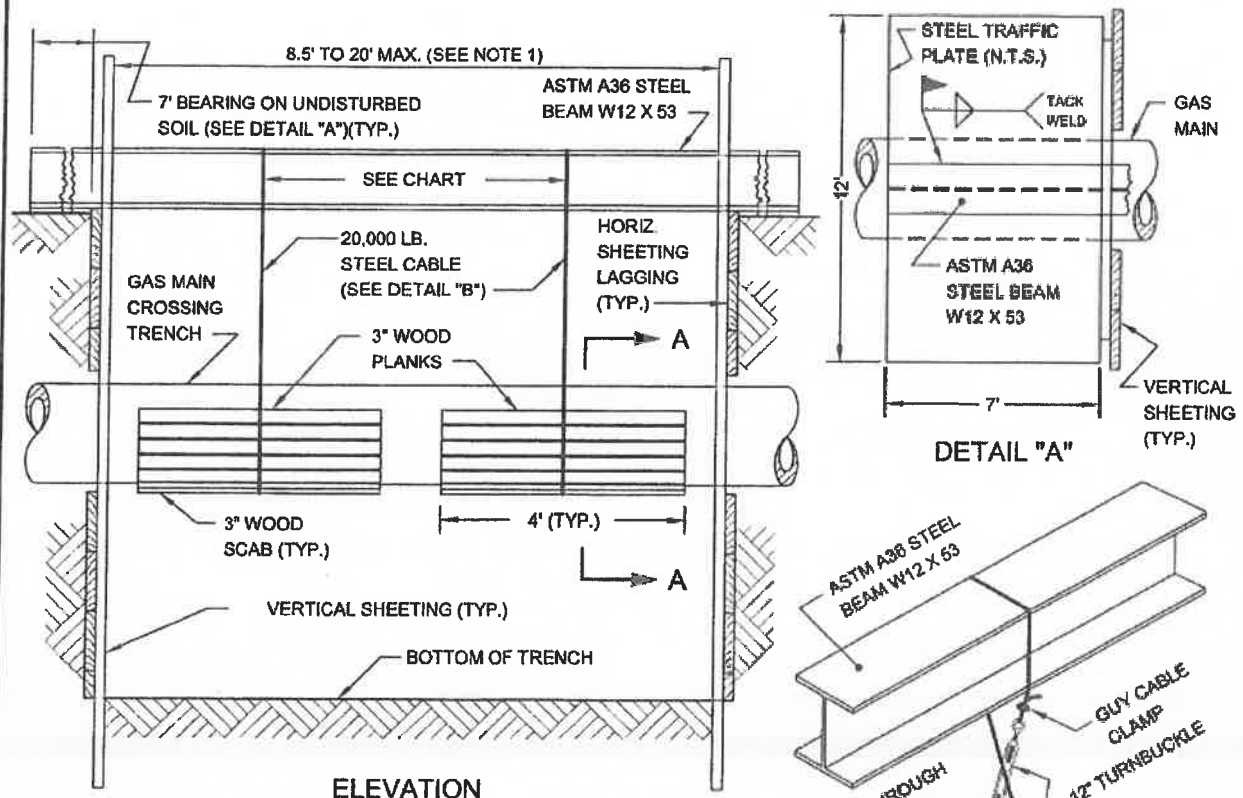


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

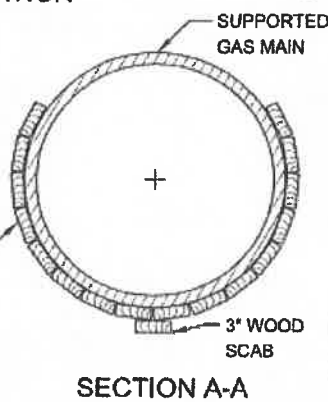
REVISED OCT. 2004 - J. ADRIEN  
REVISED JUNE 1988 - J. WONG / W. PATALANOP. MOY

### GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.

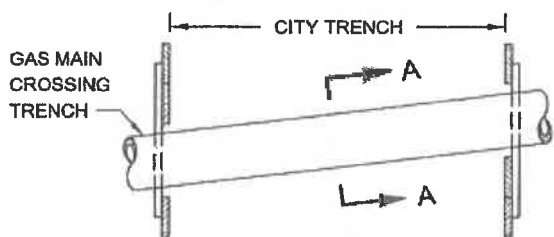


**NOTES:**

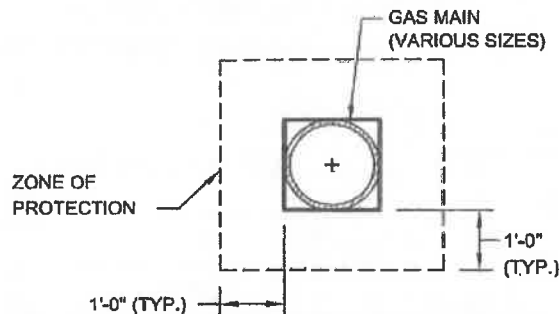
- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 LF. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

REVISION OCT. 2004 - L. ADRIEN  
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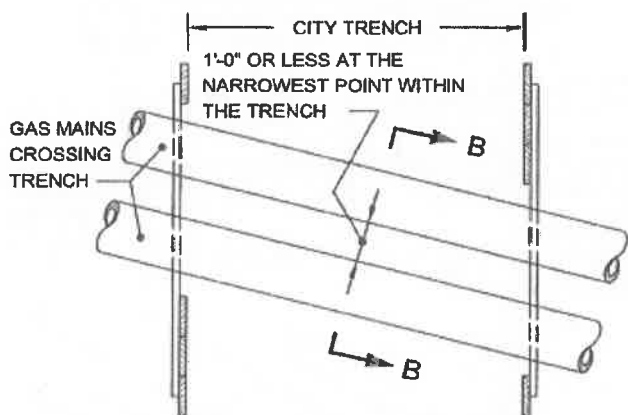
**GAS COST SHARING WORK (SKETCH NO. 2)**  
**TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS**



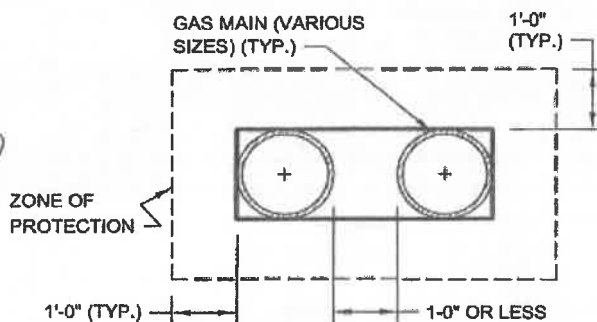
**SINGLE FACILITY CROSSING**



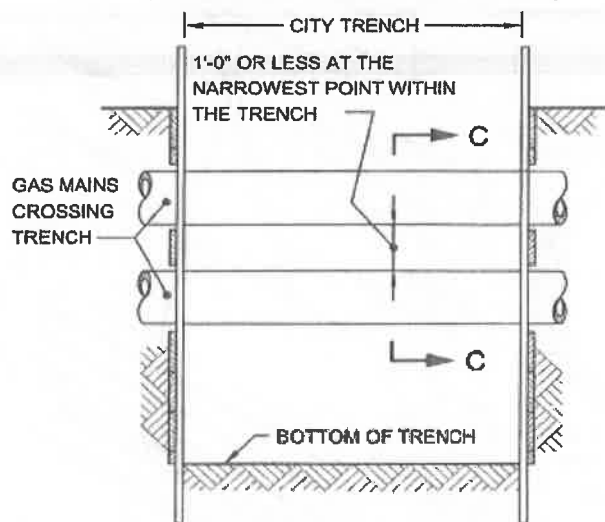
**SECTION A-A**



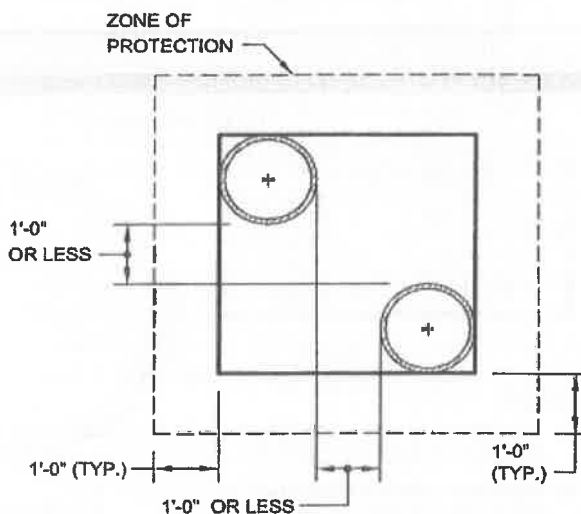
**MULTIPLE FACILITIES  
 (GAS MAINS AT SAME ELEVATION)**



**SECTION B-B**



**MULTIPLE FACILITIES  
 (ONE CROSSING AT DIFFERENT ELEVATIONS)**

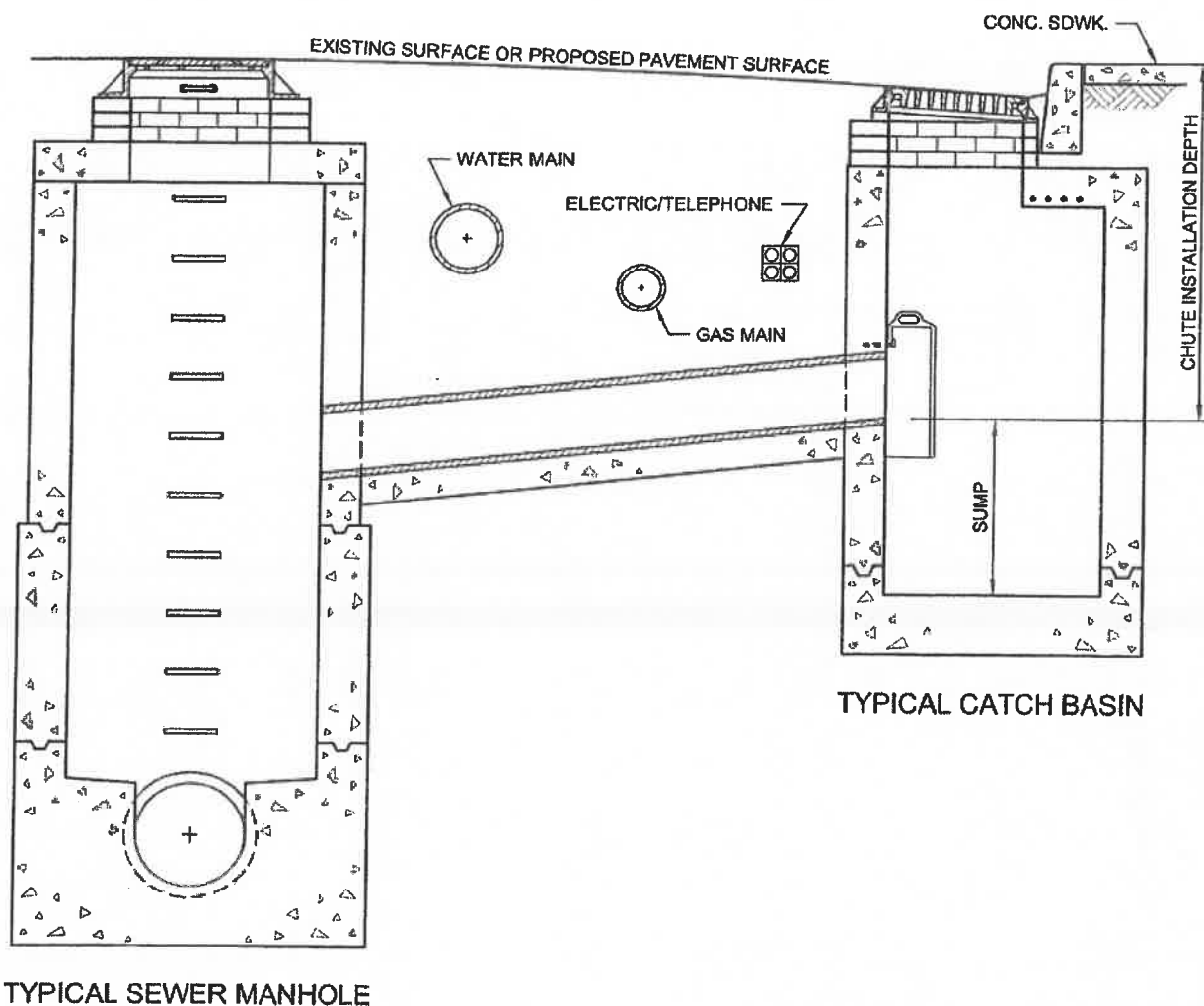


**SECTION C-C**

**NOTE:**  
 GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

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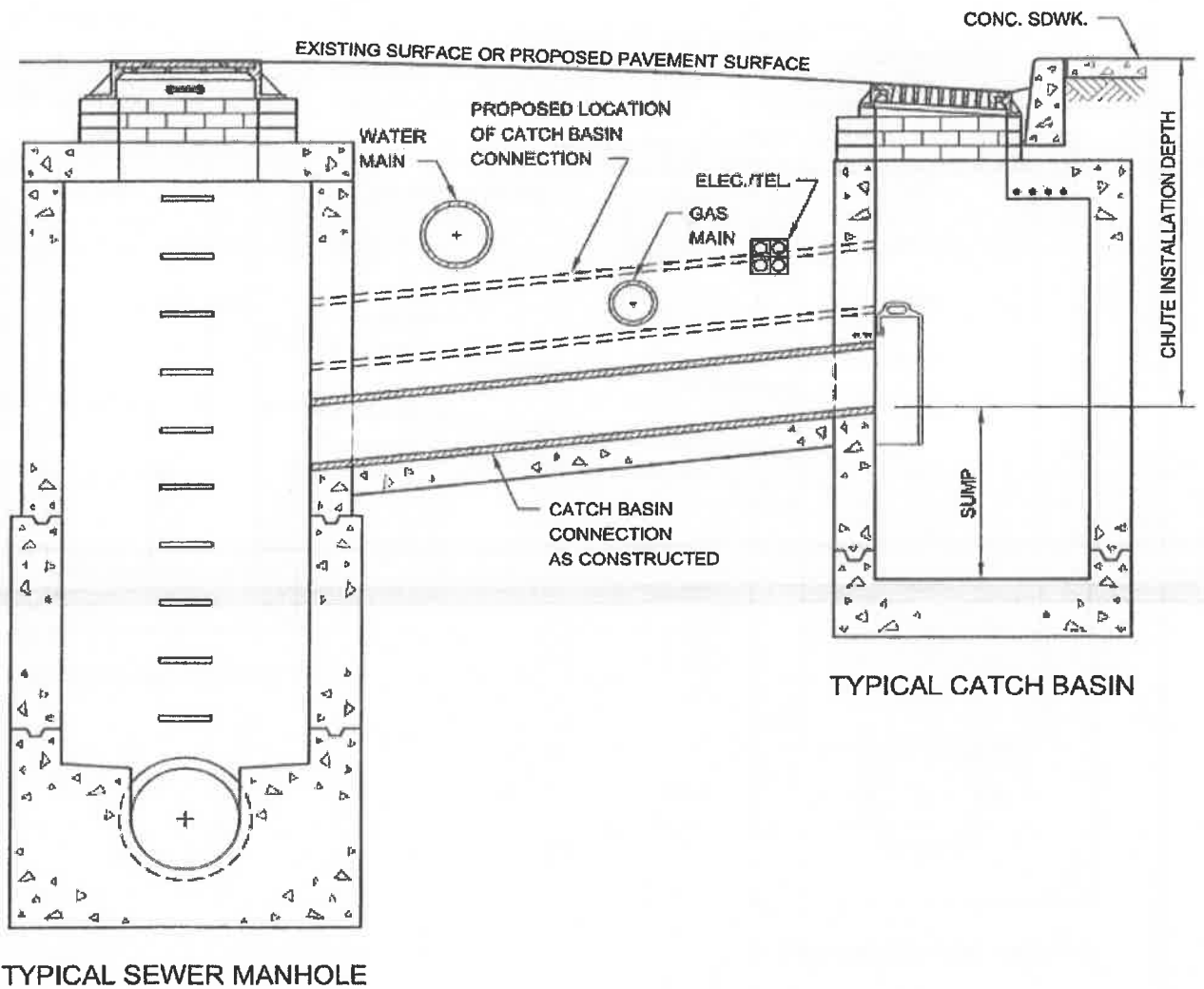
### GAS COST SHARING WORK (SKETCH NO. 3) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



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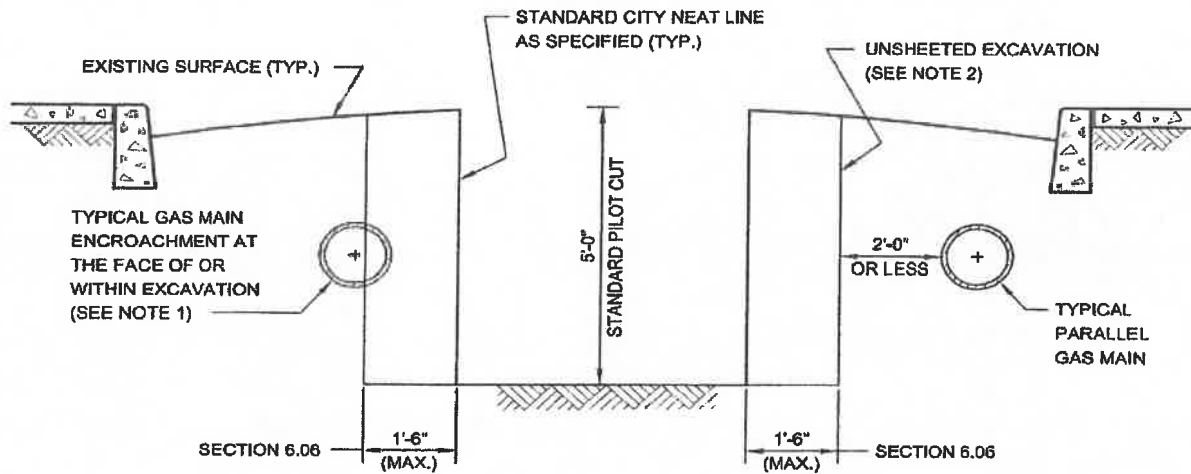


### GAS COST SHARING WORK (SKETCH NO. 4) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - J. ADRIEN  
REVISED OCT. 1998 - J. WONGW. PATALANOP. MOY

**GAS COST SHARING WORK (SKETCH NO. 5)**  
**GAS MAIN ENCROACHMENT ON AND/OR PARALLEL**  
**TO EXCAVATION OF UNSHEETED TRENCH**



**NOTES:**

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.08 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

REVISED OCT. 2004 - J. ADRIEN  
 REVISED OCT. 1988 - J. WONG/CH. PATALANOP. INDY

## **V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR**

### **APPLICABLE TO ALL GAS DRAWINGS:**

- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK IS TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

MR. NEVILLE JACOBS  
NATIONAL GRID  
287 MASPETH AVENUE  
BROOKLYN, NY 11211  
TEL.: 718-963-5612

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**nationalgrid**

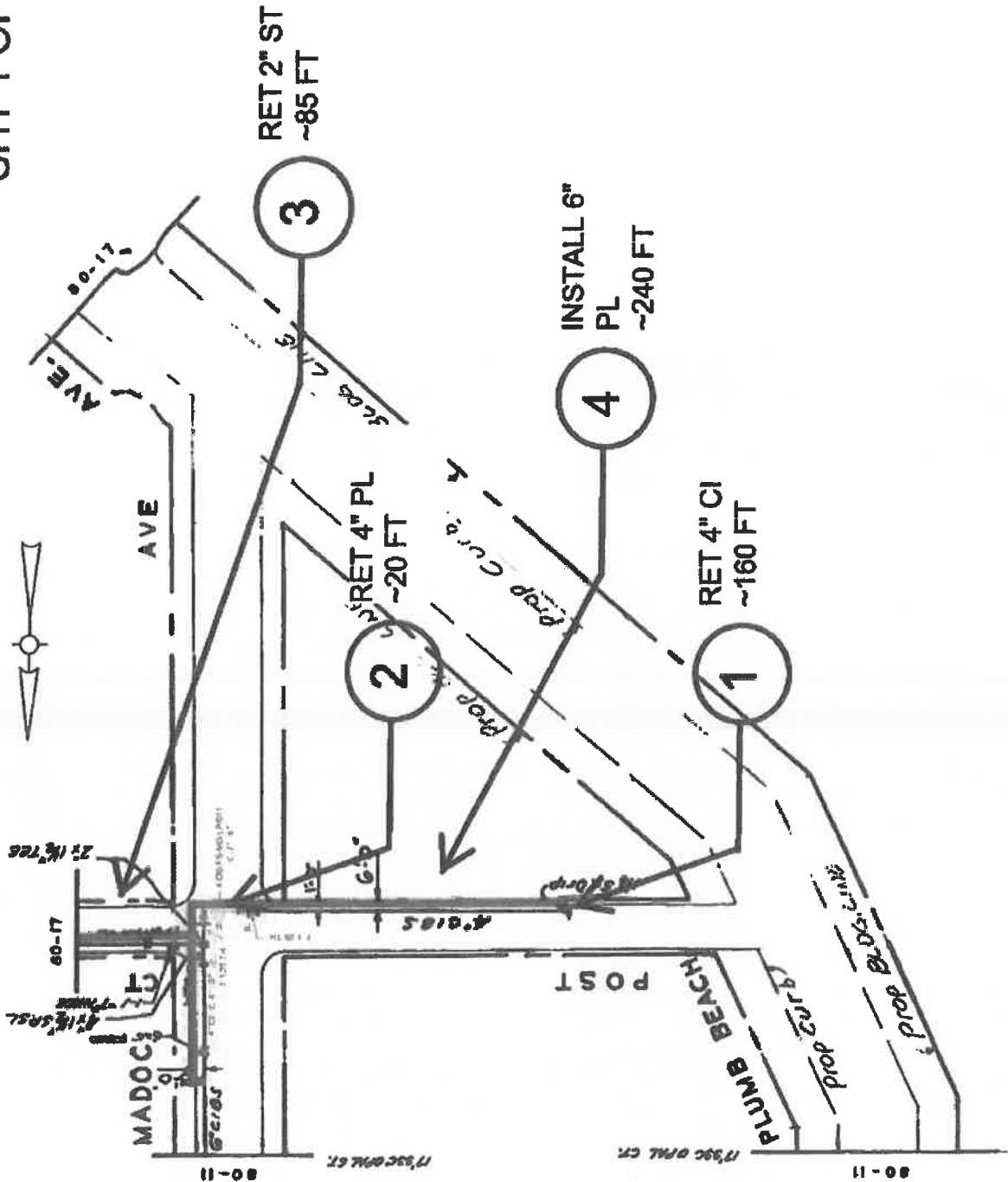
**HWK2013GB/SEK20069 GAS MAIN INSTALLATION**

SHEET#	ITEM#	ON STREET	SIZE	MATL	FOOTAGE	PRESSURE	REIMB
1	4	POST CT	6"	PL	240	LP	YES
2	6	HYMEN CT	6"	PL	30	LP	YES
3	8	BEACON CT	6"	PL	170	LP	YES
4	11	CYRUS AVE	8"	PL	225	LP	YES
5	13	SEBA AVE	6"	PL	350	LP	YES
6	15	SEBA AVE	6"	PL	500	LP	YES
7	17	CYRUS AVE	6"	PL	75	LP	YES

**nationalgrid****HWK2013GB/SEK20069 GAS MAIN RETIREMENT**

SHEET#	ITEM#	ON STREET	SIZE	MATL	FOOTAGE	PRESSURE	REIMB
1	1	POST CT	4"	CI	160	LP	YES
1	2	POST CT	4"	PL	20	LP	YES
1	3	POST CT	2"	ST	85	LP	YES
2	5	HYMEN CT	6"	PL	15	LP	YES
3	7	BEACON CT	4"	CI	170	LP	YES
4	9	CYRUS AVE	6"	PL	75	LP	YES
4	10	CYRUS AVE	8"	PL	150	LP	YES
5	12	SEBA AVE	6"	PL	320	LP	YES
6	14	SEBA AVE	6"	PL	470	LP	YES
7	16	CYRUS AVE	6"	PL	75	LP	YES

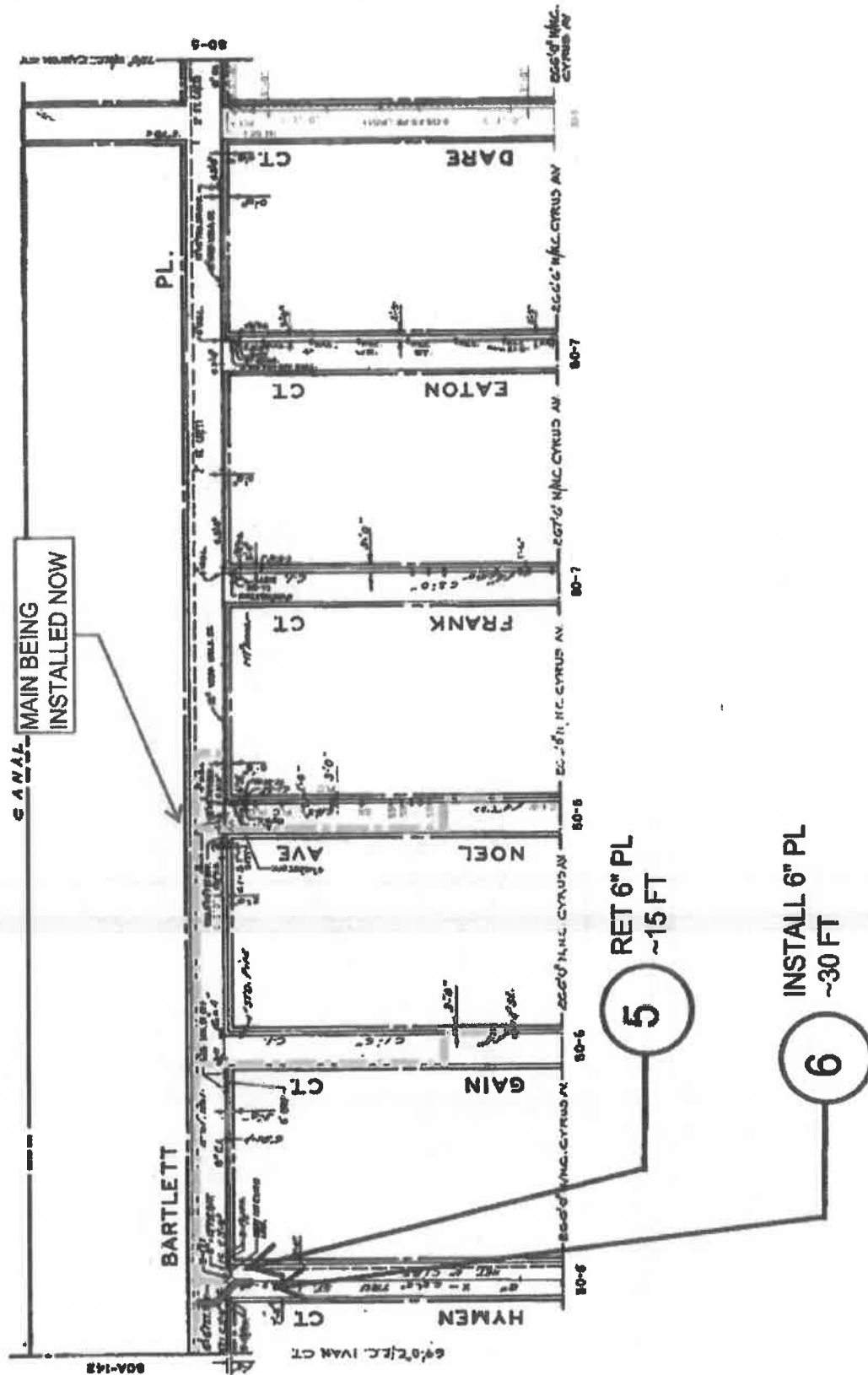
HWK2013GB/SEK2006  
 CNCC307  
 SHT 1 OF 7



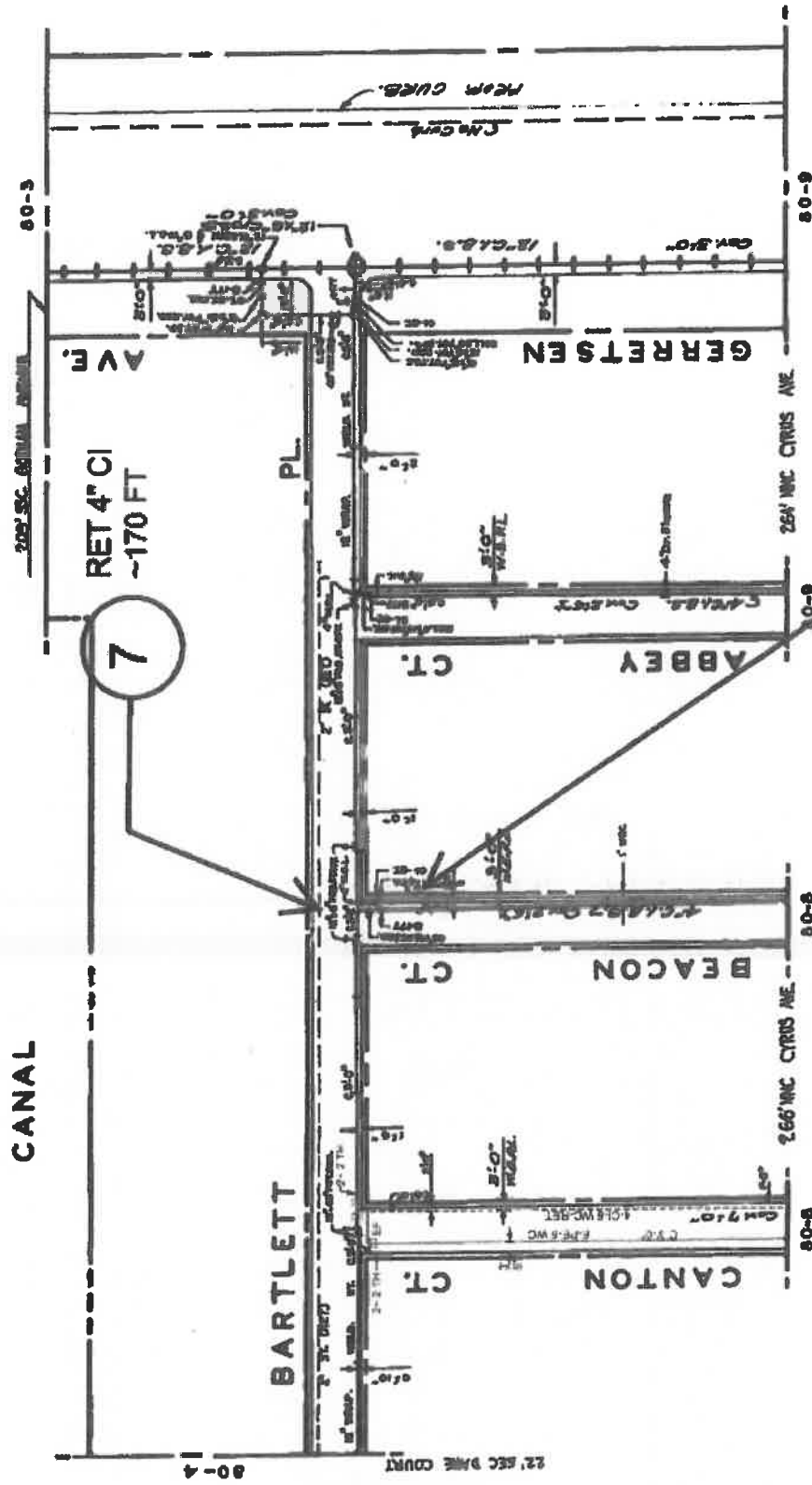
HWK2013GB/SEK2006

CNCC307

SHT 2 OF 7



HWK2013GB/SEK2006  
 CNCC307  
 SHT 3 OF 7



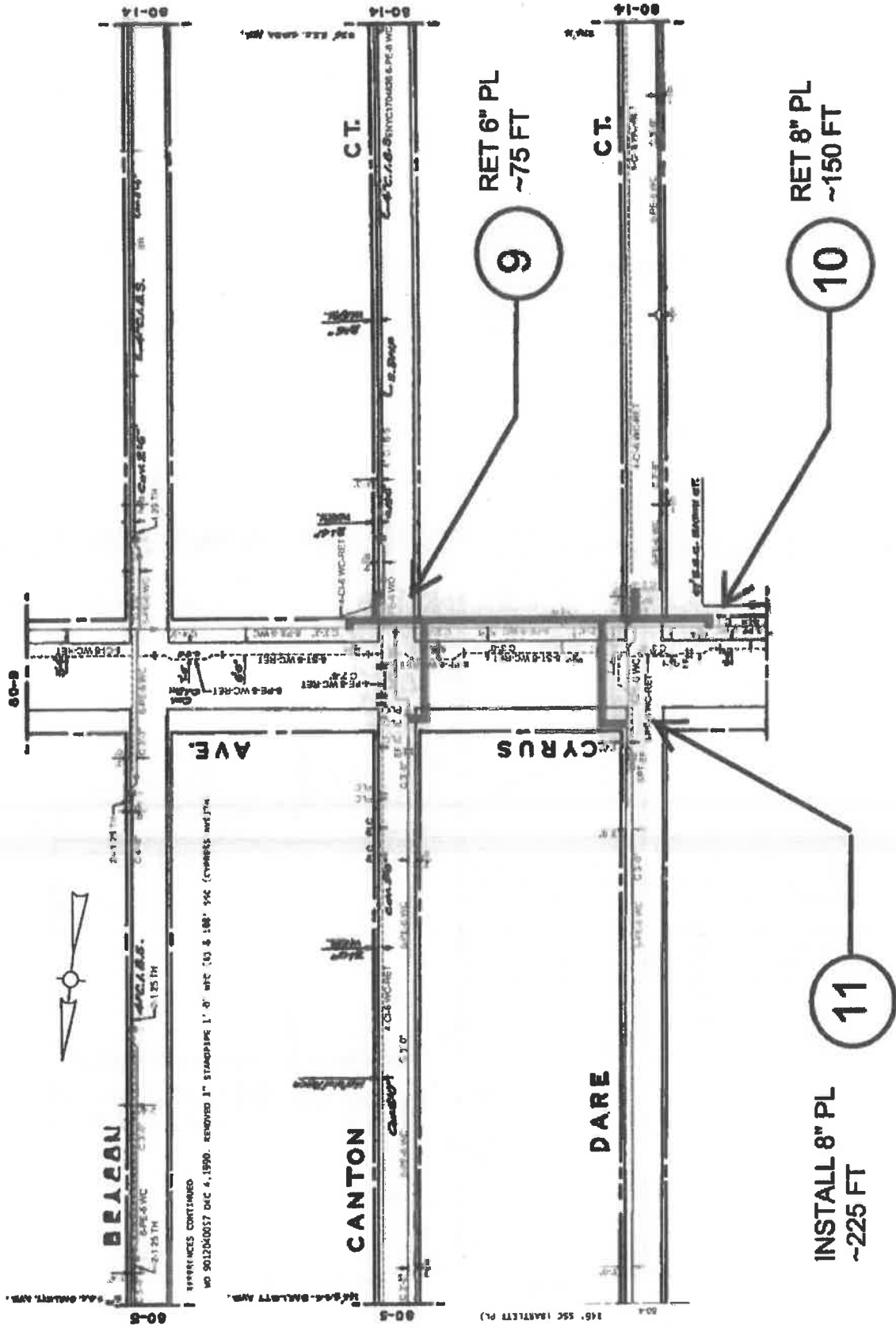
INSTALL 6" PL  
 ~170 FT:  
 40 FT (REIMBURSABLE)  
 130 FT (NON-REIMBURSABLE)



HWK2013GB/SEK2006

CNCC307

SHT 4 OF 7

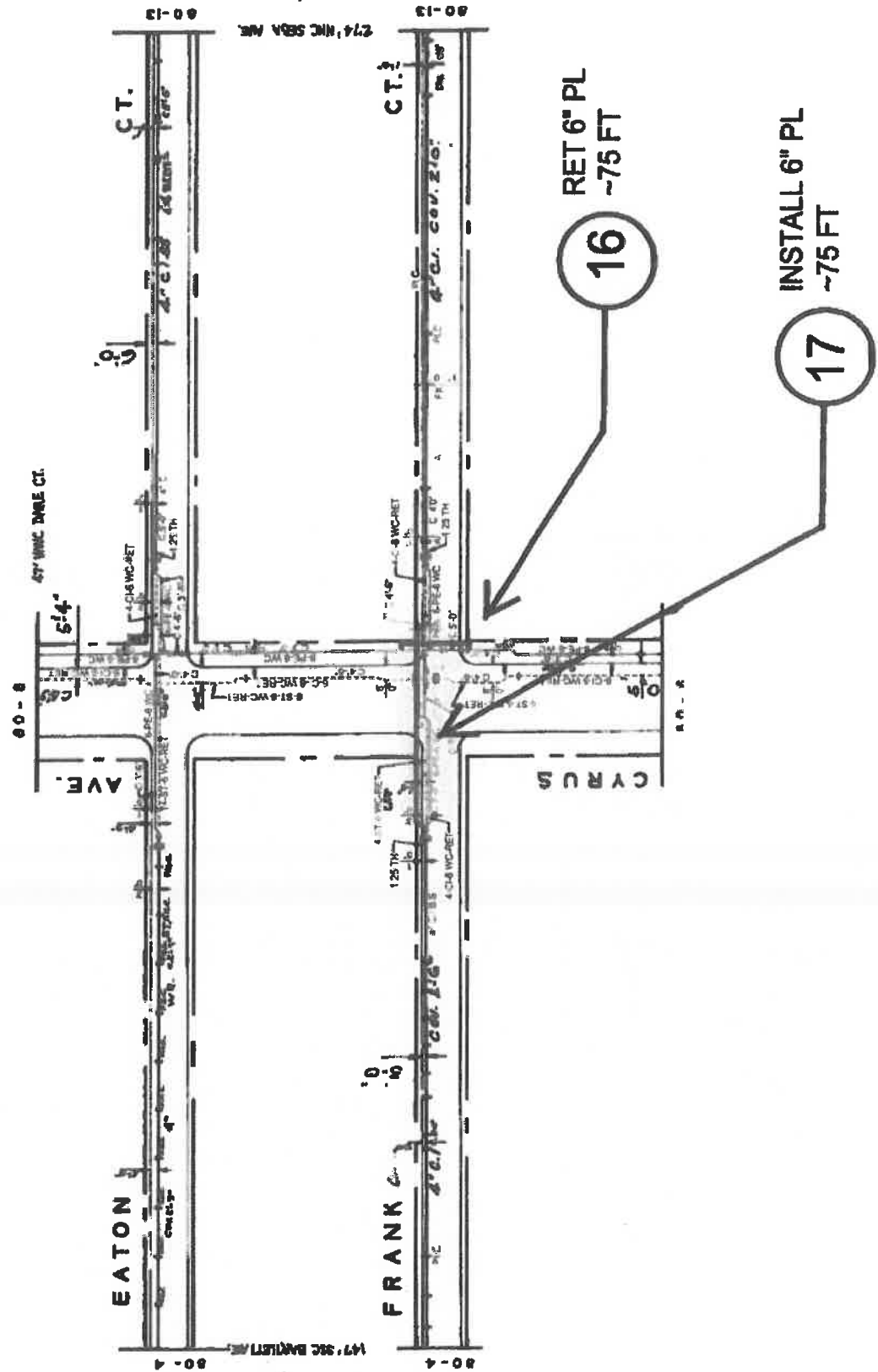


EP7-27A6





HWK2013GB/SEK2006  
CNCC307  
SHT 7 OF 7



**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID  
ITEMS QUANTITIES**

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR CONTRACT NUMBER HWK2013GB**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

**6.01.1- Gas Main Crossing Sewer Up To 24" Diameter (Ea.)**

1 in Madoc Ave @ Post Ct  
1 in Bartlett Pl @ Beacon Ct  
1 in Bartlett Pl @ Noel Ct  
1 in Bartlett Pl @ Gain Ct  
1 in Bartlett Pl @ Hyman Ct  
1 in Bartlett Pl @ Ivan Ct  
1 in Bartlett Pl @ Just Ct  
2 in Bartlett Pl @ Canton Ct

**6.01.3- Gas Main Crossing Sewer 36" Thru 42" in Diameter (Ea.)**

1 in Bartlett Pl @ Ivan Ct

**6.01.8- Gas Services Crossing Trenches and/or Excavations (Ea.)**

6 in Bartlett Pl Bet Canton Ct & Beacon Ct  
13 in Bartlett Pl Bet Just Ct & Ivan Ct  
7 in Bartlett Pl Bet Frank Ct & Beacon Ct

**6.01.9- Gas Main Crossing Water Up To 20" Diameter (Ea.)**

1 in Cyrus Avenue @ Hyman Court  
1 in Noel Avenue @ Keen Court

**SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR CONTRACT NUMBER HWK2013GB**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

- 1 in Noel Avenue @ Melba Court
- 1 in Madoc Ave & Post Ct
- 1 in Bartlett Pl & Dare Ct
- 1 in Bartlett Pl @ Beacon Ct
- 1 in Noel Avenue @ Lester Court
- 1 in Cyrus Avenue @ Just Court
- 1 in Noel Avenue @ Nova Court
- 2 in Cyrus Avenue @ Eaton Court
- 1 in Madoc Avenue @ Nova Court
- 2 in Noel Avenue @ Lois Avenue
- 2 in Cyrus Avenue @ Frank Court
- 1 in Cyrus Avenue @ Gain Court
- 1 in Cyrus Avenue @ Dare Court
- 1 in Cyrus Avenue @ Canton Court
- 1 in Cyrus Avenue @ Abbey Court
- 1 in Cyrus Avenue @ Madoc Ave
- 1 in Madoc Avenue @ Melba Court
- 1 in Madoc Avenue @ Keen Ct
- 1 in Bartlett Pl @ Just Ct
- 1 in Cyrus Avenue @ Ivan Court
- 4 in Cyrus Avenue @ Noel Avenue

**SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR CONTRACT NUMBER HWK2013GB**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

**6.02 - Extra Excavation for the Installation of Catch Basin Sewer Drain Pipes W/Gas Interferences (Ea.)**

10 in Seba Ave Bet Frank Ct & Beacon Ct

10 in Cyrus Ave Bet Frank Ct & Beacon Ct

**6.03 - Removal of Abandoned Gas Facilities - All Sizes (L.F.)**

300 in Various Locations as Required

**6.03.1- Removal of Abandoned Gas Facilities with Possible Coal Tar Wrap. All Sizes (For National Grid Work Only) (L.F.)**

300 in Various Locations as Required

**6.04- Adjust Hardware to Grade Using Spacer Rings/ Adapters (Street Repaving) (Ea.)**

15 in Various Locations as Required

**6.05 – Adjust Hardware to Grade by Resetting (Road Reconstruction) (Ea.)**

20 in Various Locations as Required



**SCOPE OF WORK  
SUPPORT AND PROTECTION  
FOR CONTRACT NUMBER HWK2013GB**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

**6.06- Special Care Excavation and Backfilling (C.Y.)**

500 CY in Various Locations as Required, Including but Not Limited  
To All Gas Services Crossing Unsheeted Water Main Trenches

**6.07 -Test Pits for Gas Facilities (C.Y.)**

50 in Various Locations as Required

**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.



**SPECIFICATIONS FOR  
HANDLING, TRANSPORTATION, AND DISPOSAL  
OF POTENTIAL AND IDENTIFIED  
CONTAMINATED AND HAZARDOUS MATERIALS**

**RECONSTRUCTION OF GERRITSEN BEACH AREA**

**BOROUGH OF BROOKLYN  
CITY OF NEW YORK**

**Capital Project ID: HWK2013GB**

**Prepared By:**



30-30 Thomson Avenue  
Long Island City, New York 11101

July 24, 2018

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## **ITEM 8.01 C1 HANDLING, TRANSPORTING, AND DISPOSAL OF CONTAMINATED SOILS**

### **8.01 C1.1 WORK TO INCLUDE**

#### **A. General**

This work shall consist of the handling, transportation, and disposal of 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.

Soil to be excavated can be classified as non-contaminated, contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics.

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375.6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, Restricted Residential SCOs for work areas in parkland, or Residential SCOs for housing projects.
- Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Visual evidence of contamination, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Petroleum and/or chemical odors, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.

Contaminated soils are defined as soils exhibiting one or more of the above characteristics. Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Regulatory Levels (TCLP) for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. This entire specification 8.01 covers the handling, transportation, and disposal of contaminated soils and hazardous soils only. Contaminated soils shall be handled in accordance with the specifications for Item 8.01 C1 – Handling, Transporting, and Disposal of Contaminated Soils. Hazardous soils shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor shall document the excavation, handling, transportation and disposal of contaminated soils.

#### **B. Request for Approval of Subcontractors**

A subcontractor/subconsultant, such as the independent Environmental Consultant and the waste hauler, is not permitted to start work until approved by DDC Agency Chief Contract Officer (ACCO) Vendor Integrity Unit. The Contractor that employs a subcontractor/subconsultant prior to approval shall not be compensated for work performed by that subcontractor/subconsultant and may be subject to sanctions including, but not limited to, initiation of default proceedings. The Contractor shall submit a completed original Request for

Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the DDC Construction Engineer-In-Charge (EIC) at least 30 days prior to the scheduled subcontract work start date. The DDC Construction EIC shall then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Geotechnical Services (OEGS) for review and approval. If the RFAS is denied by OEGS, OEGS will issue the final denial and return the original RFAS to the DDC Construction EIC. If the RFAS is approved by OEGS, OEGS will forward the original RFAS package and an approval memo to ACCO for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with Vendor Exchange System (VENDEX), Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the DDC Construction EIC, who will subsequently notify and return the original RFAS to the Contractor.

C. Independent Environmental Consultant

The Contractor shall retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01, and perform all field screening, sampling, air monitoring, and other health and safety services. The independent Environmental Consultant shall be approved under the RFAS process and 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 of 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 similar nature, size, and complexity and must have previous experience in working with DDC.
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 3 years.

D. Sampling and Analysis

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters. The laboratory results shall be forwarded to DDC Safety and Site Support OEGS for review to determine if the soils would be handled and disposed of as contaminated soils or hazardous soils. Soil sampling shall not be conducted without DDC OEGS's approval of the Field Sampling Plan (FSP).

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor shall submit to the DDC Safety and Site Support OEGS for review a Material Handling Plan (MHP). The MHP must be

approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying 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 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 (NYSDOH) 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:
  - Name and Waste Transporter Permit Number
  - Address
  - Name of responsible contact for the hauler
  - Telephone number for the contact
  - All necessary permit authorizations for each type of waste transported
  - Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor shall outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. 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 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.
7. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities shall be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility shall include:
  - a. General Information
    - Facility name and the State identification number
    - Facility location
    - Name of responsible contact for the facility
    - Telephone number for contact
    - Signed letter of agreement to accept waste as specified in this contract. 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.

- Unit of measure utilized at disposal 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.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### **8.01 C1.2 MATERIALS**

- A. The Contractor shall provide containers as specified in the United State Department of Transportation (USDOT) regulations.
- B. The Contractor shall provide polyethylene, which is 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 are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor shall provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities shall be included in the MHP.

#### **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 contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, 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 wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile shall not exceed 500 cubic yards. Contaminated soils must be stockpiled separately from uncontaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

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, Site HASP, 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 to collect soil samples for analysis. 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 photoionization detector (PID) or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 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 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 facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
  - b. 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. These documents shall be maintained and kept with project field records.
  - d. Contaminated soils shall be delivered to the disposal or treatment facility within 30 calendar days after excavation.
  - e. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
  - f. 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.
  - g. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.

- h. The Contractor shall provide waste profile forms to DDC Safety and Site Support OEGS for review and approval before transporting contaminated soil to the approved TSD facility.

## 2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) 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 polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.
- 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 approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP shall be submitted to DDC Safety and Site Support OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- 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 approval by the DDC is obtained.

## 3. Off-Site Disposal

- a. The Contractor shall use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP shall be submitted to DDC Safety and Site Support OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
- 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 TSD 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. The signed manifests shall be maintained and kept with the project field records. 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 that have been used to handle contaminated soil. 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 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 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 IN-SITU AND EX-SITU SOIL SAMPLING AND ANALYSIS FOR WASTE DISPOSAL PARAMETERS**

### **8.01 C2.1 WORK TO INCLUDE**

#### **A. Description**

The work shall consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as non-hazardous, hazardous, contaminated, and/or hazardous soil.

#### **B. Sampling and Laboratory Analysis**

1. At least forty-five (45) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a FSP and an Investigation Health and Safety Plan (HASP) to DDC Safety and Site Support OEGS for review and approval, prior to conducting the field sampling. The FSP shall include, at a minimum, the following information:

- Project information
- Description of sample collection methodology for soil to be excavated and soil which appears to contain unknown contaminants based on field observation
- Type of analyses
- Sample preservation and handling
- Training and experience of the personnel who will collect the samples
- Equipment Decontamination
- Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number
- Map of the project area
- Sample location plan
- Chain of Custody

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 exposures to physical, biological, and chemical hazards that may be present in all sampling media. The Investigation HASP shall include, at a minimum, the following information:

- Project information
- Description of work to be performed
- Names of responsible health and safety personnel
- Worker training
- Job hazard analysis
- Confined Space Entry Plan (if applicable)
- Personal monitoring (if applicable)
- Community Air Monitoring Plan (CAMP, if applicable)
- Personnel Protection Equipment (PPE)
- Decontamination
- Safety rules

- Spill control, dust control, vapor/odor suppression procedures
  - Excavation safety procedures
  - Identification of nearest hospital and route
  - Emergency Incident Reporting
2. The Contractor's Environmental Consultant shall collect one (1) grab and one (1) composite samples per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations shall be placed throughout along the project area. For in-situ sampling, each grab soil sample shall be collected from either the 6-inch interval above the water table (when encountered) or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. Each composite sample shall consist of five (5) grab samples collected from various intervals along the depth of excavation at each sampling location. For stockpiled soils, each composite sample shall consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums shall be collected. Each composite soil sample shall consist of one (1) grab sample from each of the 10 drums.
  3. 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 NYSDEC sampling guidelines and protocols. All sampling shall be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.
  4. Each grab sample shall be analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs) using U.S. Environmental Protection Agency (USEPA) Method 8260C. Each composite sample shall be analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by USEPA Method 8270C, Total Petroleum Hydrocarbons-Diesel Range Organics/Gasoline Range Organics (TPH-DRO/GRO) by USEPA Method 8015B, Polychlorinated Biphenyls (PCBs) by USEPA Method 8082A/608, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8) by USEPA Method 1311/6010B, and RCRA Characteristics, including ignitability, reactivity and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B.
  5. 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.
  6. 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, at a minimum, shall be recorded to the log:
    - Sample identification number
    - Sample location
    - Field observation
    - Sample type
    - Analyses
    - Date/time of collection
    - Collector's name

- Sample procedures and equipment utilized
  - Date sent to laboratory and name of laboratory
7. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2.1.B.4, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection 8.01 C2.1.B.4, as determined by industry laboratory pricing standards.
  8. 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.
  9. The Contractor's Environmental Consultant shall prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 Soil Cleanup Objectives, and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data shall also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to DDC Safety and Site Support, OEGS for review and approval prior to any soil reuse or disposal activities.
  10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) 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.
  11. The Contractor must 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.

**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) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2.1.B.4.

**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 in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

*Payment will be made under:*

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C2	In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters	Set

## ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

### 8.01 H.1 WORK TO INCLUDE

#### A. General

This work shall consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but shall be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

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 supply all equipment, material and labor required to conduct the specified work of this section.

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 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.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 C1 – Handling, Transporting, and Disposal of Contaminated Soil, and Item 8.01 S – Health and Safety, shall conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or 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 DDC Safety and Site Support OEGS.

#### B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor shall submit to the DDC Safety and Site Support OEGS for review a MHP. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous 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 hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, NYSDOH 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:
  - Name and Waste Transporter Permit Number



- Address
  - Name of responsible contact for the hauler
  - Telephone number for the contact
  - All necessary permit authorizations for each type of waste transported
  - Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor shall outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
  6. 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 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.
  7. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
  8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities shall be currently USEPA or NYSDEC-approved RCRA TSD facilities for hazardous soils. The information required for each facility shall include:
    - a. General Information
      - Facility name and the EPA identification number
      - Facility location
      - Name of responsible contact for the facility
      - Telephone number for contact
      - Signed letter of agreement to accept waste as specified in this contract. 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.
      - Unit of measure utilized at disposal 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 under RCRA.

- 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.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

#### **8.01 H.2 MATERIALS**

- A. The Contractor shall provide containers as specified in the USDOT regulations.
- B. The Contractor shall provide polyethylene, which is 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 are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor shall provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities shall be included in the MHP.

#### **8.01 H.3 CONSTRUCTION DETAILS**

##### **A. Material Handling**

1. Immediately after excavation of hazardous soil the Contractor shall:
  - a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers shall be labeled as hazardous soil while being held for disposal; or
  - b. If interim stockpiling is required, place contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, 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 wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile shall not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from hazardous soils as described in the approved MHP, Site HASP, 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 to collect soil samples for analysis. 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 FID, to detect general organic vapor levels at intervals of approximately 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.
- C. Off-Site Transportation to Disposal 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 facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.
    - b. The Contractor is responsible for obtaining the EPA hazardous waste generator identification number for the City. The application shall be submitted to DDC Safety and Site Support OEGS for review and approval prior to submission to USEPA. The Contractor shall prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.
    - c. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.
    - d. 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. These documents shall be maintained and kept with project field records.
    - e. Hazardous soils shall be delivered to the disposal or treatment facility within 30 calendar days after excavation.
    - f. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
    - g. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
    - h. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
    - i. The Contractor shall provide waste profile forms to DDC Safety and Site Support OEGS for review and approve before transporting hazardous soil to the approved TSD facility.
  2. Hauling
    - a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall be measured and recorded upon arrival at the disposal 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 polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.
  - 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 approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP shall be submitted to DDC Safety and Site Support OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
  - f. The Contractor shall develop, document, and implement a policy for accident prevention.
  - g. The Contractor shall not combine hazardous materials from other projects with material from this project.
  - h. No material shall be transported until approval by the DDC is obtained.
3. Off-Site Disposal
- a. The Contractor shall use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP shall be submitted to DDC Safety and Site Support OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
  - 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 TSD 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. The signed manifests shall be maintained and kept with the project field records. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.
  - f. The Contractor shall submit all results and weights to the DDC.

- g. 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 NYSDEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and DDC Safety and Site Support OEGS.
4. Equipment and Vehicle Decontamination
- a. The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. 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 H.4 METHOD OF MEASUREMENT**

Quantities for hazardous soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H1.3.B, that are capable of generating load tickets.

**8.01 H.5 PRICE TO COVER**

- B. The unit bid 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, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.
- B. Final disposal of contaminated soil shall be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Contaminated 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 H	Handling, Transporting, and Disposal of Hazardous Soil	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 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 Safety and Site Support, 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.

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 Safety and Site Support, 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 Safety and Site Support, OEGS and resubmit the HASP to the Safety and Site Support, OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Safety and Site Support, 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 Safety and Site Support, 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 of 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 NYSDEC.
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 Safety and Site Support, OEGS for review, a Water Handling Plan (WHP). The WHP must be approved by the Safety and Site Support, 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 NYSDEC 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 NYSDEC.
- 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 lading, 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 Safety and Site Support, 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**

Parameter <sup>1</sup>	Daily Limit	Units	Sample Type	Monthly Limit
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 0.69	mg/l mg/l	Instantaneous 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 (NYSDEC), Spills Technology and Remediation Series (STARS) Memo #1
3. 6 NYCRR 360-1 NYSDEC 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 II SUBSURFACE CORRIDOR INVESTIGATION REPORT**

**- Final -**

**Phase II Subsurface Corridor Investigation Report**

**For**

**Reconstruction of Gerritsen Beach Area**

**Gerritsen Avenue between Channel and Plum Beach Avenues**

**Brooklyn, New York**

DDC PROJECT NO. HWK2013GB

WORK ORDER NO. 14226-LIRO-3-R-12746

CONTRACT REGISTRATION NO. 20181405131

Prepared for:



Office of Environmental and Geotechnical Services

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PROJECT NO. 15-008-0265

June 29, 2018

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	B	Geologic Boring Logs / Well Construction Log
	C	Laboratory Analytical Results – Included on Attached CD

## EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the HWK2013GB Corridor located in the Gerritsen Beach neighborhood of Brooklyn, New York (the “Corridor”). Excavation for the reconstruction (i.e., road resurfacing, sewer repair and water main replacement) of several street segments in the Gerritsen Beach area is proposed along the Corridor. The proposed depth of excavation for the work ranges from 7 to 12 feet below grade (fbg), and mostly at 8 fbg. The Phase II SCI was conducted to determine if the Corridor’s environmental condition will impact proposed construction activities.

The Corridor, which is identified on Figure 1, Topographic Corridor Location Map, is approximately 2.54-mile (13,396-foot) long and comprised of the following street segments:

Street Segments	Length (feet)
Abbey Court from Bartlett Place to the end at Shell Bank Creek/Plum Beach Channel	2,216
Beacon Court from Bartlett Place to Seba Avenue	990
Canton Court from Bartlett Place to Seba Avenue	990
Dare Court from Bartlett Place to Seba Avenue	990
Eaton Court from Bartlett Place to Seba Avenue	990
Frank Court from Bartlett Place to Seba Avenue	990
Noel Avenue from Bartlett Place to Lois Avenue	1,544
Madoc Court from Cyrus Avenue to Lester Court	236
Madoc Court from Melba Court to Nova Court	115
Madoc Court from Post Court to the end at Shell Bank Creek/Plum Beach Channel	124
Bartlett Place from Gerritsen Avenue to the end at Shell Bank Creek/Plum Beach Channel	1,545
Kay Court from Lucy’s Lane to the end at Shell Bank Creek/Plum Beach Channel	293
Cyrus Avenue from Gerritsen Avenue to Lucy’s Lane	1,243
Seba Avenue from Gerritsen Avenue to Canton Court	361
Seba Avenue from Noel Avenue to Madoc Court	586
Post Court from Madoc Court to the end at Shell Bank Creek/Plum Beach Channel	183

LiRo prepared a Phase I Corridor Assessment Report (Phase I CAR) dated April 16, 2018, which identified one (1) site that had a potential “High” risk and three (3) sites that had a potential “Moderate” risk to impact the Corridor and recommended the performance of a Phase II SCI. The objective of the Phase II SCI was to assess the presence of subsurface contamination that might impact proposed construction activities.

### *Scope of Work*

The Phase II SCI was completed on May 29 through 31, 2018 and consisted of the following components:

- The advancement of 14 borings (SB-01 through SB-14) to terminal depths ranging from 3.5 to 6 fbg and the field screening of soil samples, including photo-ionization detector (PID) readings and visual and olfactory indicators of contamination (staining, odors). The borings were advanced using a hand auger and/or a vacuum excavator (Vacex);



- The collection of 14 soil samples which were analyzed for the following parameters: (1) United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs); (2) Polycyclic Aromatic Hydrocarbons (PAHs); (3) TCL polychlorinated biphenyls (PCBs); (4) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO); (5) Resource Conservation and Recovery Act (RCRA) Characteristics; and, (6) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals;
- The installation of one (1) temporary well point (TWP) within soil boring SB-14, the collection of one (1) groundwater sample from the TWP, and the laboratory analyses of the sample for the parameters published by the New York City Department of Environmental Protection (NYCDEP) Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria); and,
- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil and groundwater quality, laboratory analytical results of grab and composite soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Code for Rules and Regulation (NYCRR) Part 371. In order to evaluate the groundwater quality, the laboratory analytical results for the groundwater sample was compared to the NYCDEP Sewer Discharge Criteria.

#### Findings

- The subsurface soils encountered during this Phase II SCI consisted predominantly of brown to black or dark grey, fine to coarse sand with some clay and gravel from grade to 6 ftbg. Groundwater was encountered within all 14 borings at depths ranging from 3 to 5 ftbg. Bedrock was not encountered during the Phase II SCI.
- Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor.
- VOCs, including acetone and/or methylene chloride, were detected at concentrations below the Restricted Use (Track 2) Commercial SCOs in 11 of the 14 grab samples collected. Acetone and methylene chloride are common laboratory cross contaminants and are most likely not representative of subsurface conditions. Carbon disulfide and styrene were also detected in two (2) of the 14 grab samples collected. There is no regulatory standard for these compounds.
- One (1) PAH, benzo(a)pyrene, was detected at a concentration exceeding the Restricted Use (Track 2) Commercial SCO within the grab sample collected from SB-14. Acenaphthylene, anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo (b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenz[a,h]anthracene, fluoranthene, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, and/or pyrene were detected at concentrations below their corresponding Restricted Use (Track 2) Commercial SCOs in all 14 samples collected. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of historic fill material placed at the Corridor.

- One (1) PCB, Aroclor 1262, was detected within the composite sample collected from SB-13 at a concentration below the Restricted Use (Track 2) Commercial SCO. No other PCBs were detected.
- TCLP RCRA metals, including barium and/or lead, were detected below their corresponding 6 NYCRR Part 371 and RCRA standards in 11 composite samples collected. Based on their consistency, most of the detected concentrations are attributed to background levels.
- Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges.
- TPHC-DRO were detected in only one (1) sample (SB-12-COMP) at a concentration of 150 milligrams per kilograms (mg/kg) from soil boring SB-12. TPHC-GRO were not detected in any of the 14 samples collected. There are no regulatory standards for TPHC-DRO and TPHC-GRO.
- The one (1) groundwater sample (TWP-14) was analyzed for the parameters required by the NYCDEP Limitations for Effluent to Sanitary or Combined Sewers (Daily Limit). All parameters of the NYCDEP Limitations for Effluent to Sanitary or Combined Sewers were within the daily limits.

#### Conclusions and Recommendations

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions and recommendations are presented:

- Laboratory analytical results identified petroleum-impacted soils within two (2) of the on-site borings (i.e., SB-12 and SB-14). The presence of elevated concentrations of petroleum components (PAHs and DRO) in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the risk sites identified on and in the vicinity of the Corridor; and, (b) contaminants in historic fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,
- The groundwater at the Corridor meets the NYCDEP Sewer Discharge Criteria for sanitary, storm or combined sewers.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following:

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soil. The Contractor should be required to submit a Material Handling Plan, to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Due to the presence of PAHs in the investigated sites, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall

be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with NYSDOH to ensure proper applicability;

- Based on the results of laboratory analyses for NYCDEP sewer discharge criteria, groundwater does not require pre-treatment prior to discharge to sanitary or combined sewers; however, the contractor may be required to conduct additional sampling and to obtain a NYCDEP sewer discharge permit if dewatering is necessary;
- If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor shall submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for PAHs and DRO).

## 1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (DDC), LiRo Engineers, Inc. (LiRo) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the HWK2013GB Corridor located in the Gerritsen Beach neighborhood of Brooklyn, New York (the “Corridor”). Excavation for the reconstruction (i.e., road resurfacing, sewer repair and water main replacement) of several street segments in the Gerritsen Beach area is proposed along the Corridor. The proposed depth of excavation for the work ranges from 7 to 12 feet below grade (ftbg), and mostly at 8 ftbg. The Phase II SCI was conducted to determine if the Corridor’s environmental condition will impact proposed construction activities.

The Corridor, which is identified on Figure 1, Topographic Corridor Location Map, is approximately 2.54-mile (13,396-foot) long and comprised of the following street segments:

Street Segments	Length (feet)
Abbey Court from Bartlett Place to the end at Shell Bank Creek/Plum Beach Channel	2,216
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Kay Court from Lucy’s Lane to the end at Shell Bank Creek/Plum Beach Channel	293
Cyrus Avenue from Gerritsen Avenue to Lucy’s Lane	1,243
Seba Avenue from Gerritsen Avenue to Canton Court	361
Seba Avenue from Noel Avenue to Madoc Court	586
Post Court from Madoc Court to the end at Shell Bank Creek/Plum Beach Channel	183

### 1.1 Summary of Previous Environmental Investigations

LiRo prepared a Phase I Corridor Assessment Report (Phase I CAR) dated April 16, 2018, which identified one (1) site that had a Final “High” risk and three (3) sites that had a Final “Moderate” risk to the Corridor and recommended advancing borings, installing temporary well points, and collecting soil and groundwater samples to assess potential impacts.

#### “High” Risk Site:

Risk Site No.	Facility Name	Address	Map ID
1	Rev. E.J. Matthews Council (formerly a dry cleaning facility from 2011 through 2013)	2882 Gerritsen Avenue	H1

#### “Moderate” Risk Sites:

Risk Site	Facility Name	Address	Map ID
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No.			
1	Residences (formerly included a "gt" (gas tank) in 1930)	2910-2912 Gerritsen Avenue	M1
2	Vollies Memorial Training Hall (formerly a fire department)	43 Seba Avenue / 44 Frank Court	M2
3	Gerritsen Beach Fire Department	52 Seba Avenue / 48 Dare Court	M3

## 1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution. Drilling activities for the field investigation were performed by Aquifer Drilling and Testing, Inc. (ADT) of Mineola, New York. Oversight of drilling activities was performed by LiRo. Laboratory analyses were provided by Hampton-Clarke of Fairfield, New Jersey, a NYS Department of Health (NYSDOH) approved laboratory (No. 11408). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blanks, trip blanks, duplicates) were not collected for this project.

The field investigation was conducted from May 29 through 31, 2018 and consisted of the following components:

- The advancement of 14 borings (SB-01 through SB-14) to terminal depths ranging from 3.5 to 6 ftbg.
- The borings were hand cleared to the terminal depths of 3.5 to 6 ftbg using a hand auger and/or a vacuum excavator (Vacex). The soil borings were not advanced to the proposed depths due to groundwater being encountered at shallower depths. Soil samples were collected using a hand trowel. In addition, a Health and Safety Plan was prepared prior to commencing field work.
- Field screening, classification, and identification of soils from the ground surface to the bottom of each boring. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening with a photoionization detector (PID).
- The collection of one (1) composite and one (1) grab sample from the 14 soil boring locations (SB-01 through SB-14). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the bottom 6-inch interval in each boring, with the exception of SB-14 which was collected just above the water table.
- Laboratory analysis of the composite samples for: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via United States Environmental Protection Agency (USEPA) Method 8270C; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.
- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by USEPA Method 8260C.

- The installation of one (1) temporary well point (TWP) in boring SB-14, and the collection of one (1) groundwater sample from the TWP using direct push technology by installing a slotted PVC screen perpendicular to the groundwater table and riser pipe to grade. Dedicated PVC tubing was deployed in the TWP and connected to a check valve to extract the groundwater sample.
- Laboratory analysis of the groundwater sample for the parameters published by the New York City Department of Environmental Protection (NYCDEP) as Limitations for Effluent to Sanitary or Combined Sewers (NYCDEP Sewer Discharge Criteria).

## 2.0 CORRIDOR INFORMATION

### 2.1 Corridor Location, Description and Use

The Corridor is located in the Gerritsen Beach section of the Borough of Brooklyn, New York. 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. Overhead utility lines are present throughout the Corridor. Adjoining property usage consists primarily of residences and a few commercial operations including the Gerritsen Beach Fire Department and a training center.

The Corridor is approximately 2.54-mile (13,396-foot) long. A map of the Corridor area is presented as Figure 2.

### 2.2 Description of Surrounding Properties

Surrounding property usage consists primarily of residences and some commercial or institutional properties including the Brooklyn Public Library, the St. James Lutheran Church, Marine Pharmacy, and US Postal Substation, along with a few storefronts and restaurants.

### 2.3 Corridor and Regional Topographic Setting

Based on a review of the United States Geological Survey (USGS.) 7.5-Minute Quadrangle Map, Coney Island, NY, dated 2016, the elevation of the Corridor ranges from approximately 7 to 8 feet above mean sea level (msl) along most of the north and northeast portions of the Corridor to 0 feet msl by the southerly and westerly portion of the Corridor that extend to Shell Bank Creek/Plum Beach Channel. Under natural conditions, surface runoff at the Corridor would be expected to follow the topography, which slopes south and west toward Shell Bank Creek/Plum Beach Channel. However, storm runoff within the Corridor is managed by storm drains. A copy of the topographic map is presented in Figure 1.

### 2.4 Corridor and Regional Geology

Based on the Geologic Map of New York State (Lower Hudson Sheet, dated 1970), the Corridor is located within coastal plain deposits which include the Monmouth Group, Matawan Group, and Magothy Formation. These deposits consist of silty clay, glauconitic sandy clay, sand, and gravel and range in thickness from 0 to 2,000 feet. In the Corridor area (southern portion of Brooklyn), the deposit thickness is anticipated to be on the order of 500 feet. The Corridor is located within the southern portion of the Wisconsin glaciation of the New York/New England region and in the Atlantic Coastal Plain Physiographic Province, which is characterized by flat to gently undulating plains of unconsolidated sedimentary deposits.

Based on the Surficial Geologic Map of New York State (Lower Hudson Sheet, dated 1989), the Corridors local geology is expected to consist of artificial fill.

The subsurface soils encountered during this Phase II SCI consisted predominantly of brown to black or dark grey, fine to coarse sand with some clay and gravel from grade to 6 ftbg. This material is likely a

regraded soil. Groundwater was encountered within all 14 borings at depths ranging from 3 to 5 ftbg. Bedrock was not encountered during the Phase II SCI.

## 2.5 Corridor and Regional Hydrogeology

According to the Groundwater Map of Long Island, dated 2009, groundwater is anticipated to be present at a depth of approximately 5 ftbg. Groundwater was encountered within all of the on-site borings at depths ranging from 3 to 5 ftbg. The nearest surface water body is Shell Bank Creek/Plum Beach Channel, which discharges into Jamaica Bay and is located adjacent to the south and west of the Corridor. Based on the location and proximity of Shell Bank Creek/Plum Beach Channel relative to the Corridor, groundwater is anticipated to flow south or west depending on the location along the Corridor. Groundwater can also be influenced by tidal influence, seasonal fluctuations in precipitation, local variations in geology, underground anthropogenic structures, and/or local dewatering operations.

According to the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory and the New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper, the Corridor does not fall within mapped wetlands. The nearest national wetland is Shell Bank Creek/Plum Beach Channel, identified as E1UBL (estuarine and marine deep-water wetland), which is located south and west adjacent to the Corridor. The nearest mapped state wetland is located approximately 5.2 miles northwest of the Corridor (NA-14, Dyker Beach Golf Course).

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) were accessed from the FEMA website. One (1) map panel (Panel #3604970358F, revision 9/5/2007) shows that the Corridor is located within two (2) flood categories including:

- Flood Zone X – 0.2% annual chance flood hazard; and,
- Zone AE (Elevation 9 feet) - Zone AE are areas that have a 1% probability of flooding every year (also known as the "100-year floodplain"), and where predicted flood water elevations above mean sea level have been established. Properties in Zone AE are considered to be at high risk of flooding under the National Flood Insurance Program (NFIP). The Base Flood Elevation for the Corridor is identified as 9 ft.



### 3.0 CORRIDOR EVALUATION

LiRo provided oversight for the advancement of 14 soil borings and the collection of soil and groundwater samples during the field investigation at the designated areas in the vicinity of the planned construction. The soil and groundwater samples from the borings and TWP were transferred into laboratory supplied sample jars and properly labeled. The samples were stored with ice in a cooler to preserve the samples at 4° Celsius prior to and during shipment. A chain-of-custody was prepared prior to sample shipment. A summary of the field observations, including the location of the sites and the details of the soil borings, is provided in Table 1.

#### 3.1 Soil Quality Investigation

Fourteen (14) borings (SB-01 through SB-14) were advanced to terminal depths ranging from 3.5 to 6. ftbg. The soil borings were not advanced to the proposed depths due to groundwater being encountered at shallower depths. The borings were hand cleared to their terminal depths using a hand auger and/or a vacuum excavator. Soil samples were collected using a hand trowel. Soil boring locations are shown on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix A. Boring logs are provided in Appendix B. The locations of each boring are described below:

- **SB-01** – Advanced on Gerritsen Avenue, 14 feet southeast of the southeastern curb line of Bartlett Place and 4 feet southwest of the southwestern curb line of Gerritsen Avenue.
- **SB-02** – Advanced on Gerritsen Avenue, 47 feet southwest of the southwestern curb line of Cyrus Avenue and 4 feet southwest of the southwestern curb line of Gerritsen Avenue.
- **SB-03** – Advanced on Seba Avenue, 39 feet southwest of the southwestern curb line of Gerritsen Avenue and 4 feet northwest of the northwestern curb line of Seba Avenue.
- **SB-04** – Advanced on Lois Avenue, 31 feet southwest of the southwestern curb line of Abbey Court and 3 feet northwest of the northwestern curb line of Lois Avenue.
- **SB-05** – Advanced on Canton Court, 4.5 feet southeast of the southwestern curb line of Bartlett Place and 3 feet southwest of the southwestern curb line of Canton Court.
- **SB-06** – Advanced on Cyrus Avenue, 4 feet northeast of the northeastern curb line of Canton Court and 3 feet southeast of the southeastern curb line of Cyrus Avenue.
- **SB-07** – Advanced on Seba Avenue, 12 feet southwest of the southwestern curb line of Canton Court and 2 feet northwest of the northwestern curb line of Seba Avenue.
- **SB-08** – Advanced on Bartlett Place, 2.5 feet southwest of the southwestern curb line of Noel Avenue and 5.5 feet northwest of the northwestern curb line of Bartlett Place.
- **SB-09** – Advanced on Cyrus Avenue, 24 feet southwest of the southwestern curb line of Noel Avenue and 1 foot northwest of the northwestern curb line of Cyrus Avenue.

- **SB-10** – Advanced on Noel Avenue, 21 feet southeast of the southeastern curb line of Seba Avenue and 1 foot southwest of the southwestern curb line of Noel Avenue.
- **SB-11** – Advanced on Noel Avenue, 39 feet southeast of the southeastern curb line of Lois Avenue and 1 foot southwest of the southwestern curb line of Noel Avenue.
- **SB-12** – Advanced on Bartlett Place, 3 feet southwest of the southwestern curb line of Lucy’s Lane and 2.5 feet southeast of the southeastern curb line of Bartlett Place.
- **SB-13** – Advanced on Lucy’s Lane, 11 feet northwest of the northwestern curb line of Cyrus Avenue and 0.5 feet southwest of the southwestern curb line of Lucy’s Lane.
- **SB-14** – Advanced on Seba Avenue, 14 feet southwest of the southwestern curb line of Just Court and 1 foot northwest of the northwestern curb line of Seba Avenue.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. Continuous soil samples were collected from each of the borings. Upon sample retrieval, the soils were examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. In addition, a PID was used to screen the soil for VOC vapors. All re-useable sampling equipment was decontaminated using a deionized water and Alconox soap wash and then rinsed with deionized water.

In order to identify representative conditions relative to the presence of PAHs, PCBs, TPHC DRO/GRO, RCRA Characteristics, and TCLP RCRA metals over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from all 14 soil borings.

In order to identify representative conditions relative to the presence of VOCs, grab soil samples were collected from the bottom 6-inch interval in all 14 soil borings.

### 3.2 Groundwater Quality Investigation

As groundwater may be encountered within the depths associated with the future excavation, one (1) groundwater sample was collected for screening and laboratory analysis during the soil boring activities. The TWP was installed in soil boring SB-14. Groundwater was encountered approximately 3 to 5 ftbg within the on-site borings. For the installation of the TWP, the boring was advanced to a depth of 8 ftbg via hand tools, approximately 5 feet into the encountered water table. The TWP consisted of an 8-foot length section of one-inch diameter schedule 40 PVC screen and riser. A groundwater sample was collected from the TWP for screening and laboratory analysis via dedicated Teflon tubing and check valves. All tubing was new, clean and unused and was properly disposed after use. Upon extraction, the sample was examined for visual evidence (i.e., discoloration, sheen) and any olfactory indications (i.e., odors) of contamination were noted.

A summary of the measurements taken from the TWP is provided in Appendix B. The location of the TWP is provided in Figure 2.

### 3.3 Laboratory Analyses

The soil and groundwater samples were submitted to Hampton-Clarke, a NYS Department of Health (NYSDOH) approved laboratory (No. 11408). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for USEPA Target Compound List (TCL) volatile organic compounds (VOCs) by Method 8260C. The boring composite soil samples were analyzed for: PAHs via USEPA Method 8270C; (2) PCBs via USEPA Method 3550B/8082; (3) TPHC DRO/GRO via USEPA Method 8015B; (4) RCRA Characteristics via USEPA SW-846; and, (5) TCLP RCRA Metals via USEPA SW-846.

The groundwater sample was analyzed for parameters published by NYCDEP Limitations for Effluent to Sanitary or Combined Sewers.

### 3.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Code for Rules and Regulation (NYCRR) Part 371.

The analytical results of the groundwater sample were compared to the NYCDEP Sewer Discharge Criteria.

## 4.0 FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 3.0. Boring logs and well installation records can be found in Appendix B. Complete analytical data reports are included in Appendix C.

### 4.1 Field Screening

Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor. Refer to Table 1 for a summary of environmental boring data.

### 4.2 Soil and Groundwater Laboratory Analytical Results

#### 4.2.1 Volatile Organic Compounds (VOCs) in Soil

VOCs were detected in 11 of the 14 grab samples collected. Acetone and/or methylene chloride were detected at concentrations below the Restricted Use (Track 2) Commercial SCOs in all 11 samples. Acetone and methylene chloride are common laboratory cross contaminants and are most likely not representative of subsurface conditions. Carbon disulfide and styrene were also detected in two (2) of the 11 samples. There is no regulatory standard for these compounds. Refer to Table 2 for a summary of TCL VOC detections.

#### 4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

PAHs were detected in all 14 composite samples collected. Acenaphthylene, anthracene, benzo(a)anthracene, benzo(b)fluoranthene, benzo (g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenz[a,h]anthracene, fluoranthene, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, and/or pyrene were detected at concentrations below their corresponding Restricted Use (Track 2) Commercial SCOs in all 14 samples collected. Benzo(a)pyrene was also detected at concentrations below the corresponding Restricted Use (Track 2) Commercial SCO in 13 of the 14 borings. Benzo(a)pyrene was detected at a concentration exceeding the Restricted Use (Track 2) Commercial SCO within the sample collected from SB-14. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of historic fill material placed at the Corridor. Refer to Table 3 for a summary of TCL PAH detections.

#### 4.2.3 Polychlorinated Biphenyls (PCBs) in Soil

One (1) PCB, Aroclor 1262, was detected within the sample collected from SB-13 at a concentration below the Restricted Use (Track 2) Commercial SCO. No other PCBs were detected. Refer to Table 4 for a summary of the PCB analysis.

#### 4.2.4 Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation and Recovery Act (RCRA) Metals in Soil

TCLP RCRA metals were detected in 10 of the 14 composite samples collected. Barium and/or lead were detected below their corresponding 6 NYCRR Part 371 and RCRA standards in those 10 samples. Based on their consistency, most of the detected concentrations are attributed to background levels. Refer to Table 5 for a summary of TCLP RCRA metals detections.

#### ***4.2.5 Waste Characterization of Soil***

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were within the acceptable RCRA ranges. TPHC-DRO were detected at a concentration of 150 milligrams per kilograms (mg/kg) within the sample collected from SB-12. TPHC-GRO were not detected in any of the 14 samples collected. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste Characterization prior to off-site disposal. Refer to Table 5 for a summary of TCLP parameters, RCRA Characteristics, and TPHC DRO/GRO results.

#### ***4.2.6 Analysis of NYCDEP Parameters in Groundwater***

The one (1) groundwater sample (TWP-14) was analyzed for the parameters required by the NYCDEP Limitations for Effluent to Sanitary or Combined Sewers (Daily Limit). All parameters of the NYCDEP Limitations for Effluent to Sanitary or Combined Sewers were within the daily limits. Refer to Table 6 for a summary of selected NYCDEP parameters in groundwater.

## 5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;
- Laboratory analytical results identified petroleum-impacted soils within two (2) of the on-site borings (i.e., SB-12 and SB-14). The presence of elevated concentrations of petroleum components (PAHs and DRO) in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the risk sites identified on and in the vicinity of the Corridor; and, (b) contaminants in historic fill material placed on the Corridor;
- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,
- The groundwater at the Corridor meets the NYCDEP Sewer Discharge Criteria for sanitary, storm or combined sewers.

Based on the results of the field investigation and laboratory analytical results, LiRo recommends the following:

- The Contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of non-hazardous contaminated soil. The Contractor should be required to submit a Material Handling Plan, to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Due to the presence of PAHs in the investigated sites, dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities. Specific requirements shall be reviewed for each situation in consultation with NYSDOH to ensure proper applicability;
- Based on the results of laboratory analyses for NYCDEP sewer discharge criteria, groundwater does not require pre-treatment prior to discharge to sanitary or combined sewers; however, the contractor may be required to conduct additional sampling and to obtain a NYCDEP sewer discharge permit if dewatering is necessary;
- If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and

laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,

- Before beginning any excavation activity, the contractor shall submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for PAHs and DRO).

## 6.0 STATEMENT OF LIMITATIONS

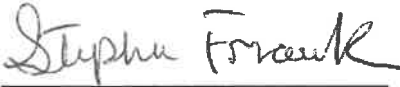
The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:



Amy Hewson  
Senior Environmental Analyst

Report Reviewed By:



Stephen Frank  
Senior Geologist

Report Reviewed By:



Robert Kreuzer  
Project Manager



## STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Corridor with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Corridor.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Corridor, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Corridor, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Corridor and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Corridor.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the Corridor with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon Corridor conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.

**TABLES**

- TABLE 1 – SUMMARY OF FIELD INVESTIGATION**  
**TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL**  
**TABLE 3 – SUMMARY OF PAHs DETECTED IN SOIL**  
**TABLE 4 – SUMMARY OF PCBs DETECTED IN SOIL**  
**TABLE 5 – SUMMARY OF WASTE CHARACTERIZATION IN SOIL**  
**TABLE 6 – GROUNDWATER DISCHARGE**

**Table 1. Summary of Environmental Boring Data  
Phase II Subsurface Corridor Investigation for Water Mains**

Boring No.	Sample ID	PID (ppm)	Sample Interval (ftbg)	Total VOCs (ug/kg)	Total PAHs (ug/kg)	Total PCBs (ug/kg)	TCLP Metals/Waste Exceedance(s) (Yes/No)	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB-01	SB-01-4-4.5	<1	4-4.5	3	NA	NA	NA	4.5	4.5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-01-COMP		0-4.5	NA	3,953	ND	No			
SB-02	SB-02-4.5-5	<1	4.5-5	5	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-02-COMP		0-5	NA	4,181	ND	No			
SB-03	SB-03-4.5-5	<1	4.5-5	1	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-03-COMP		0-5	NA	825	ND	No			
SB-04	SB-04-4.5-5	<1	4.5-5	1	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-04-COMP		0-5	NA	3,352	ND	No			
SB-05	SB-05-4.5-5	<1	4.5-5	72	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-05-COMP		0-5	NA	767	ND	No			
SB-06	SB-06-3.5-4	<1	3.5-4	ND	NA	NA	NA	4	4	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-06-COMP		0-4	NA	2,387	ND	No			
SB-07	SB-07-4.5-5	<1	4.5-5	1	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-07-COMP		0-5	NA	1,306	ND	No			
SB-08	SB-08-4-4.5	<1	4-4.5	1	NA	NA	NA	4.5	4.5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-08-COMP		0-4.5	NA	1,505	ND	No			
SB-09	SB-09-4.5-5	<1	4.5-5	1	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-09-COMP		0-5	NA	522	ND	No			
SB-10	SB-10-4.5-5	<1	4.5-5	0.3	NA	NA	NA	5	5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-10-COMP		0-5	NA	1,620	ND	No			
SB-11	SB-11-3-3.5	<1	3-3.5	ND	NA	NA	NA	3.5	3.5	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-11-COMP		0-3.5	NA	1,880	ND	No			
SB-12	SB-12-3.5-4	<1	3.5-4	1	NA	NA	NA	4	4	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-12-COMP		0-4	NA	1,105	ND	No			
SB-13	SB-13-3.5-4	<1	3.5-4	1	NA	NA	NA	4	4	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-13-COMP		0-4	NA	1,297	56	No			
SB-14	SB-14-2.5-3	<1	2.5-3	ND	NA	NA	NA	3	6	No PID readings or visual or olfactory evidence of impacts were detected.
	SB-14-COMP		0-3	NA	20,302	ND	No			

**Notes:**

Soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs), TCL Semi-Volatile Organic Compounds (SVOCs), Polycyclic Aromatic Hydrocarbons (PAHs), Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO), Resource Conservation and Recovery Act (RCRA) Characteristics, and/or Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.

NA = Not Analyzed/Not Applicable

ND = Non detect

ftbg = feet below grade surface

mg/kg = milligram per kilogram

ug/kg = microgram per kilogram

**Table 2. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil**

TCL VOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collect, and Depth (ftbg)													
		SB-01-4-4.5 5/30/2018 4-4.5	SB-02-4.5-5 5/29/2018 4.5-5	SB-03-4.5-5 5/29/2018 4.5-5	SB-04-4.5-5 5/29/2018 4.5-5	SB-05-4.5-15 5/30/2018 4.5-5	SB-06-3.5-4 5/31/2018 3.5-4	SB-07-4.5-5 5/29/2018 4.5-5	SB-08-4-4.5 5/30/2018 4-4.5	SB-09-4.5-5 5/29/2018 4.5-5					
Acetone	500,000	7.4 B	4.3 JB	ND	ND	26 B	ND	ND	ND	ND	ND	ND	ND	ND	ND
Carbon Disulfide	NS	ND	ND	ND	ND	45	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methylene chloride	500,000	2.9	0.37 J	1.2 J	0.59 J	1.1	ND	1.1 J	ND	ND	1.1 J	0.79	ND	0.69 J	ND
Styrene	NS	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Total VOCs	NS	3	5	1	1	72	ND	1	1	1	1	1	1	1	1

**Notes:**  
 All concentrations are reported in parts per billion (ppb or ug/kg)  
 ftbg = feet below grade surface  
 NS = No Standard  
 ND = Compound not detected above method detection limit (see attached lab report for mdl's)  
 B = Compound was found in the blank and sample.  
 J = Compound detected below the quantitation limit  
 SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

**Table 2. Summary of Target Compound List (TCL)  
Volatile Organic Compounds (VOCs) Detected in Soil**

TCL VOC	Part 375-6.3 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collect, and Depth (ftbg)					
		SB-10-4.5-5	SB-11-3-3.5	SB-12-3.5-4	SB-13-3.5-4	SB-14-2.5-3	
		5/29/2018	5/31/2018	5/30/2018	5/30/2018	5/31/2018	
Acetone	500,000	3-3.5	ND	3.5-4	ND	2.5-3	
Carbon Disulfide	NS	ND	ND	ND	ND	ND	
Methylene chloride	500,000	ND	ND	0.75 J	0.8 J	ND	
Styrene	NS	ND	ND	0.52 J	ND	ND	
Total VOCs	NS	0.33	ND	1	1	ND	

**Notes:**  
**All concentrations are reported in parts per billion (ppb or ug/kg)**  
 ftbg = feet below grade surface  
 NS = No Standard  
 ND = Compound not detected above method detection limit (see attached lab report for mdl's)  
 B = Compound was found in the blank and sample.  
 J = Compound detected below the quantitation limit  
 SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

**Table 3. Summary of Target Compound List (TCL)  
 Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil**

TCL SVOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collect, and Depth (ftbg)											
		SB-01-COMP	SB-02-COMP	SB-03-COMP	SB-04-COMP	SB-05-COMP	SB-06-COMP	SB-07-COMP	SB-08-COMP	SB-09-COMP			
		5/30/2018	5/29/2018	5/29/2018	5/29/2018	5/30/2018	5/31/2018	5/29/2018	5/30/2018	5/29/2018	5/30/2018	5/29/2018	
		0-4.5	0-5	0-5	0-5	0-5	0-4	0-5	0-4.5	0-5	0-4.5	0-5	
Acenaphthylene	500,000	50	ND	ND	53	ND	250	ND	43	56	43	46	
Anthracene	500,000	83	120	ND	51	ND	ND	ND	ND	38	ND	ND	
Benzo(a)anthracene	5,600	440	380	82	310	74	190	190	150	120	150	46	
Benzo(a)pyrene	1,000	410	310	71	290	66	150	150	120	95	120	52	
Benzo(b)fluoranthene	5,600	420	420	120	400	92	370	170	170	170	170	88	
Benzo(g,h,i)perylene	500,000	200	200	62	190	58	250	250	93	79	93	62	
Benzo(k)fluoranthene	56,000	130	150	ND	130	40	140	140	71	45	71	ND	
Chrysene	56,000	450	350	92	360	78	240	140	150	140	150	60	
Dibenz(a,h)anthracene	560	64	51	ND	58	ND	ND	ND	ND	ND	ND	ND	
Flouranthene	500,000	450	770	120	460	120	190	190	260	170	260	47	
Indeno(1,2,3-cd)pyrene	5,600	160	180	55	160	52	190	190	68	66	68	50	
Naphthalene	500,000	26	ND	12	40	10	24	24	ND	17	ND	ND	
Phenanthrene	500,000	230	540	71	330	57	83	110	110	120	110	ND	
Pyrene	500,000	840	710	140	520	120	310	270	270	190	270	71	
Total PAHs	NS	3,953	4,181	825	3,352	767	2,387	1,306	1,505	522	522		

**Notes:**  
 All concentrations are reported in parts per billion (ppb or ug/kg)  
 ftbg = feet below grade surface  
 ND = Compound not detected above method detection limit (see attached lab report for mdl's)  
 NS = No Standard  
 SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Shaded = Concentration exceeds Restricted Use (Track 2) Commercial SCOs

**Table 3. Summary of Target Compound List (TCL)  
Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil**

TCL SVOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collect, and Depth (ftbg)								
		SB-10-COMP		SB-11-COMP		SB-12-COMP		SB-13-COMP		SB-14-COMP
		5/29/2018	5/31/2018	5/31/2018	5/30/2018	5/30/2018	5/30/2018	5/30/2018	5/31/2018	
Acenaphthylene	500,000	78	110	140	140	110	110	0-4	0-3	580
Anthracene	500,000	ND	ND	ND	ND	43	43	0-4	0-3	280
Benzo(a)anthracene	5,600	140	170	83	83	120	120	0-4	0-3	2,100
Benzo(a)pyrene	1,000	190	160	71	71	110	110	0-4	0-3	2,000
Benzo(b)fluoranthene	5,600	250	220	170	170	150	150	0-4	0-3	3,000
Benzo(g,h,i)perylene	500,000	140	160	120	120	76	76	0-4	0-3	1,400
Benzo(k)fluoranthene	56,000	56	ND	54	54	42	42	0-4	0-3	1,100
Chrysene	56,000	140	180	120	120	140	140	0-4	0-3	2,200
Dibenz(a,h)anthracene	560	41	ND	37	37	ND	ND	0-4	0-3	480
Flouranthene	500,000	160	270	70	70	140	140	0-4	0-3	2,600
Indeno(1,2,3-cd)pyrene	5,600	130	120	100	100	60	60	0-4	0-3	1,400
Napthalene	500,000	ND	ND	ND	ND	15	15	0-4	0-3	22
Phenanthrene	500,000	85	160	ND	ND	81	81	0-4	0-3	640
Pyrene	500,000	210	330	140	140	210	210	0-4	0-3	2,500
Total PAHs	NS	1,620	1,880	1,105	1,105	1,297	1,297	0-4	0-3	20,302

**Notes:**  
**All concentrations are reported in parts per billion (ppb or ug/kg)**  
 ftbg = feet below grade surface  
 ND = Compound not detected above method detection limit (see attached lab report for mdl's)  
 NS = No Standard  
 SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

**Shaded = Concentration exceeds Restricted Use (Track 2) Commercial SCOs**

Table 4. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil

PCBs	Sample ID, Date Collect, and Depth (ftbfg)													
	SB-01-COMP 5/30/2018	SB-02-COMP 5/29/2018	SB-03-COMP 5/29/2018	SB-04-COMP 5/29/2018	SB-05-COMP 5/30/2018	SB-06-COMP 5/31/2018	SB-07-COMP 5/29/2018	SB-08-COMP 5/30/2018	SB-09-COMP 5/29/2018	SB-10-COMP 5/29/2018	SB-11-COMP 5/31/2018			
Aroclor 1262	0-4.5	0-5	0-5	0-5	0-5	0-4	0-5	0-4.5	0-5	0-5	0-5	0-5	0-5	0-5
Total PCBs	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

Notes:

All concentrations are reported in parts per billion (ppb or ug/kg)  
 ftbfg = feet below grade surface  
 ND = Compound not detected above method detection limit (see attached lab report for NS = No Standard  
 SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).



**Table 4. Summary of Polychlorinated Biphenyls (PCBs)  
Detected in Soil**

PCBs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collect, and Depth (ftbg)			
		SB-12-COMP	SB-13-COMP	SB-14-COMP	
		5/30/2018	5/30/2018	5/31/2018	
Aroclor 1262	NS	0-4	0-4	0-3	
Total PCBs	1,000	ND	56	ND	ND

**Notes:**

All concentrations are reported in parts per billion (ppb or ug/kg)  
 ftbg = feet below grade surface  
 ND = Compound not detected above method detection limit (see attached lab report for NS = No Standard  
 SCOs = Soil Cleanup Objectives as per the NYSEDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 5. Summary of Waste Characterization in Soil

Parameter	6 NYCRR Part 371 and RCRA	Sample ID, Date Collect											
		SB-01-COMP	SB-02-COMP	SB-03-COMP	SB-04-COMP	SB-05-COMP	SB-06-COMP	SB-07-COMP	SB-08-COMP	SB-09-COMP	SB-09-COMP	SB-09-COMP	
		5/30/2018 0-4.5	5/29/2018 0-5	5/29/2018 0-5	5/29/2018 0-5	5/30/2018 0-5	5/31/2018 0-4	5/29/2018 0-5	5/30/2018 0-4.5	5/29/2018 0-5	5/29/2018 0-5		
<b>METALS<sup>1</sup></b>													
Barium	ug/L	ND	420	ND	730	ND	380	ND	870	ND	870	ND	ND
Lead	5,000	ND	360	55	78	ND	140	64	510	ND	510	ND	ND
<b>MISC. PARAMETERS (units)</b>													
Reactivity Sulfide (mg/kg)	500	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Reactivity Cyanide (mg/kg)	250	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
pH (SU)	2-12.5	9.1	7.6	8	7.9	6.9	10	7.5	9.0	6.9	9.0	6.9	6.9
Ignitability	>140 °F	No	No	No	No	No	No	No	No	No	No	No	No
TPHC Diesel Range Organics (mg/kg)	NS	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
TPHC Gasoline Range Organics (mg/kg)	NS	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

**Notes:**  
 fibg = feet below grade surface  
 NS = No Standard  
 ND = Compound not detected above method detection limit (see attached lab report for mdl's)  
 SU = Standard unit  
 mg/Kg = milligram per kilogram  
 ug/L = microgram per liter  
<sup>1</sup> = TCLP RCRA Metals

Table 5. Summary of Waste Characterization in Soil

Parameter	6 NYCRR Part 371 and RCRA	Sample ID, Date Collect					
		SB-10-COMP	SB-11-COMP	SB-12-COMP	SB-13-COMP	SB-14-COMP	
		5/29/2018 0-5	5/31/2018 0-3.5	5/30/2018 0-4	5/30/2018 0-4	5/31/2018 0-3	
<b>METALS<sup>1</sup></b>							
Barium	ug/L						
Lead	100,000 5,000	260 450	500 89	ND ND	ND 64	640 120	
<b>MISC. PARAMETERS (units)</b>							
Reactivity Sulfide (mg/kg)	500	ND	ND	ND	ND	ND	
Reactivity Cyanide (mg/kg)	250	ND	ND	ND	ND	ND	
pH (SU)	2-12.5	7.4	7.7	8.2	8.5	7.3	
Ignitability	>140 °F	No	No	No	No	No	
TPHC Diesel Range Organics (mg/kg)	NS	ND	ND	150	ND	ND	
TPHC Gasoline Range Organics (mg/kg)	NS	ND	ND	ND	ND	ND	

**Notes:**

- fbg = feet below grade surface
- NS = No Standard
- ND = Compound not detected above method detection limit (see attached lab report for mdl's)
- SU = Standard unit
- mg/Kg = milligram per kilogram
- ug/L = microgram per liter
- 1 = TCLP RCRA Metals

Table 6. Groundwater Discharge

Parameter <sup>1</sup>	NYCDEP Limitations to Sanitary or Combined Sewers		Well ID and Date Collected
			TWP-14 5/31/2018
CBOD <sup>4</sup>	NS	mg/L	ND
Chloride <sup>4</sup>	NS	mg/L	22
Flash Point - Liquid/Solid	> 140	°F	>141
Nitrate+Nitrite	NS	mg/L	3.4
Non-Polar Material <sup>2</sup>	50	mg/L	ND
pH	5-12	pH	7.4
Phenolics	NS	mg/L	ND
Temperature	150	Fah.	71.6
TKN	NS	mg/L	0.6
Total Solids <sup>4</sup>	NS	mg/L	370
Total Suspended Solids (TSS) <sup>3</sup>	350	mg/L	83
Cadmium (instantaneous/composite)	2 / 0.69	mg/L	ND
Chromium Hexavalent (VI)	5	mg/L	ND
Copper	5	mg/L	ND
Lead	2	mg/L	0.03
Mercury	0.05	mg/L	ND
Nickel	3	mg/L	0.019
Zinc	5	mg/L	0.099
Benzene	134	ug/L	ND
Carbontetrachloride	NS	ug/L	ND
Chloroform	NS	ug/L	ND
1,4 Dichlorobenzene	NS	ug/L	ND
Ethylbenzene	380	ug/L	ND
Methyl-Tert-Butyl-Ether (MTBE)	50	ug/L	ND
Naphthalene	47	ug/L	ND
Tetrachloroethylene (Perc)	20	ug/L	ND
Toluene	74	ug/L	ND
1,2,4 Trichlorobenzene	NS	ug/L	ND
1,1,1 Trichloroethane	NS	ug/L	ND
Xylenes (Total)	74	ug/L	ND
PCBs (Total)	1	ug/L	ND

**Notes:**

NS = No Standard/Not Sampled

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

mg/L = milligram per liter

ug/L = microgram per liter

<sup>1</sup> All handling and preservation of collected samples and laboratory analyses of samples was performed in accordance with 40 CFR Part 136.

<sup>2</sup> Analysis for non-polar materials was performed by USEPA method 1664.

<sup>3</sup> For discharge  $\geq 10,000$  gallons per day (gpd), the TSS limit is 350 mg/l. For discharge  $< 10,000$  gpd, the limit is determined on a case by case basis.

<sup>4</sup> Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids, and Total Nitrogen are required if proposed discharge  $\geq 10,000$  gpd.

**FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP**

V:\NYCDDC17-2017 DDC OGES\Design\Phase I - Phase II\114226 Gerritsen Ave. Ph II SCI\Gerritsen Topo Map.ai



**Legend:**

 Corridor Area

Note:  
All Corridor Area street names identified on Figure 2.

**NYC DDC** Department of Design and Construction

 **LiRo Engineers, Inc.**  
3 Aerial Way, Syosset, New York

DDC ID NO: HWK2013GB WOL NO: 14226-LIRO-3-R-12746

**TOPOGRAPHIC CORRIDOR LOCATION MAP**

**RECONSTRUCTION OF GERRITSEN BEACH AREA  
BROOKLYN, NEW YORK**

SCALE: AS SHOWN

DATE: 6/2018

FIGURE: 1



USGS 7.5 Minute Topographic Map  
Coney Island, NY 2016

USGS The National Map  
Digital Geographic Map

**FIGURE 2 – SAMPLE LOCATION PLAN**



**NYC DDC**  
**Department of Design and Construction**

**LiRo Engineers, Inc.**  
 3 Aerial Way, Syosset, New York

DDC ID NO: HWK2013CB WOL NO: 14226-LIRO-3-R-12746

**SAMPLE LOCATION PLAN**

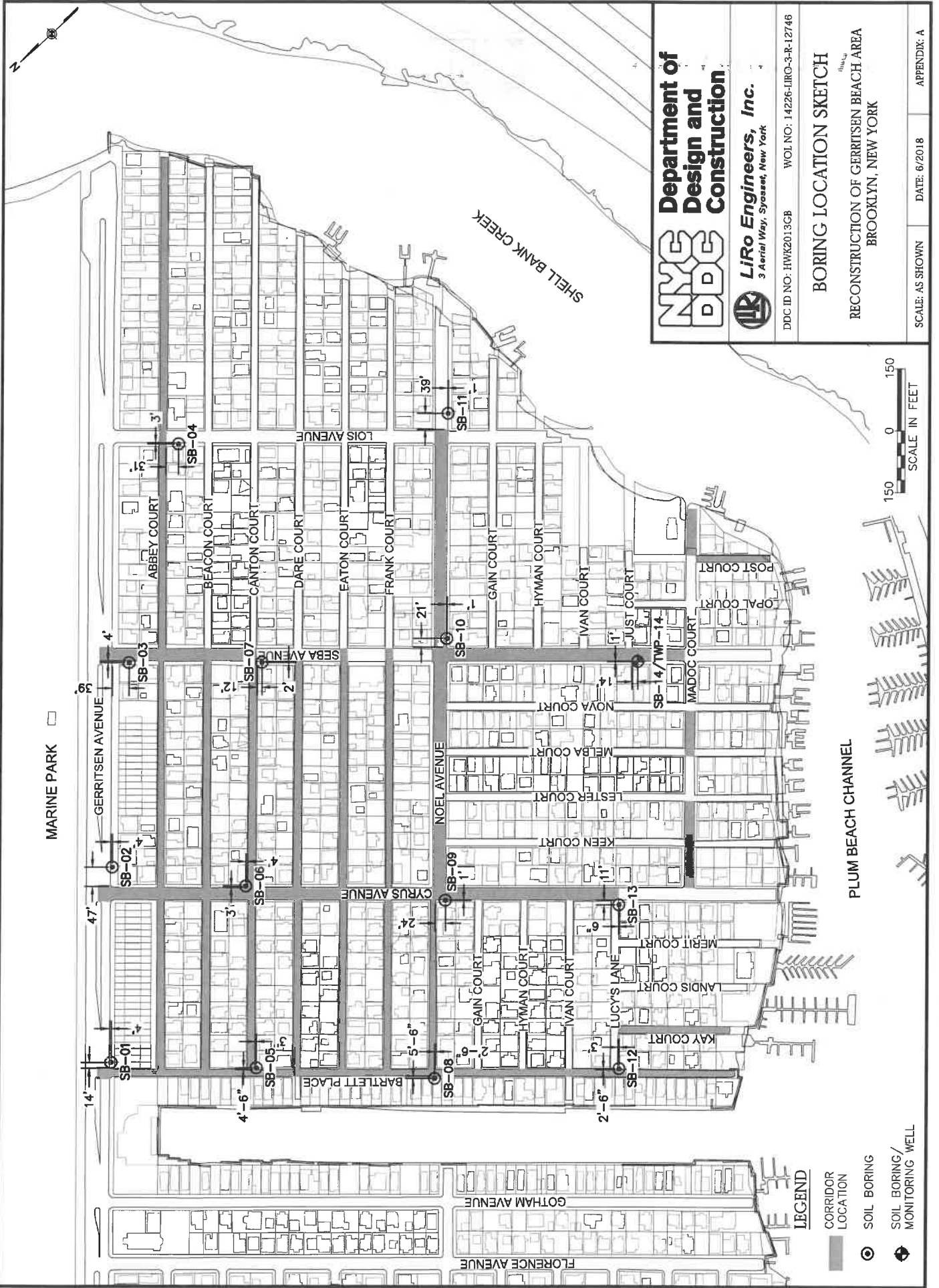
RECONSTRUCTION OF GERRITSEN BEACH AREA  
 BROOKLYN, NEW YORK

SCALE: AS SHOWN DATE: 6/2018 FIGURE: 2

- LEGEND**
- ▬ CORRIDOR LOCATION
  - SOIL BORING
  - ⊕ SOIL BORING / MONITORING WELL



**APPENDIX A**  
**BORING LOCATION SKETCHES**



**NYC DDC**  
**Department of Design and Construction**

**LiRo Engineers, Inc.**  
 3 Aerial Way, Syosset, New York

DOC ID NO: HWK2013CB WOL NO: 14226-LRO-3-R-12746

**BORING LOCATION SKETCH**

RECONSTRUCTION OF GERRITSEN BEACH AREA  
 BROOKLYN, NEW YORK

SCALE: AS SHOWN DATE: 6/2018 APPENDIX: A

**APPENDIX B**  
**GEOLOGIC BORING LOGS / WELL CONSTRUCTION LOG**



# LiRo Engineers, Inc.

## TEST BORING LOG

**PROJECT:** Reconstruction of Gerritsen Beach Area  
**CLIENT:** Department of Design and Construction - OEGS - HWK2013GB  
**BORING CONTRACTOR:** Aquifer Drilling & Testing, Inc.  
**GROUNDWATER:** 4.5'

DATE	TIME	LEVEL	TYPE	CAS.	SAMPLER	TUBE
			NA			
			DIA.			
			WT.			
			FALL			

**BORING NO.:** SB-01  
**SHEET:** 1 of 1  
**JOB NO.:** 17-155-0265  
**LOCATION:** Gerritsen Ave. & Bartlett Pl.  
**GROUND ELEVATION:** NA  
**DATE STARTED:** May 30, 2018  
**DATE FINISHED:** May 30, 2018  
**DRILLER:** Tony Palomeeque  
**GEOLOGIST:** Fidelis Idoko Jr.  
**REVIEWED BY:**

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1					NA	Dark Brown to Black	Loose	0-4.5': Fine to medium Sand.	SP	Hand cleared to 4.5 ftbg 0.0 ppm Moist Wet at 4.5 ftbg
6								End of boring at 4.5 ftbg		
10										
15										
20										
25										
30										

**COMMENTS:** Grab sample collected at 4.0-4.5 ftbg for VOCs. Composite sample collected from 0-4.5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

**PROJECT NO.:** 17-155-0265  
**BORING NO.:** SB-01



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b>	Reconstruction of Gerritsen Beach Area
<b>CLIENT:</b>	Department of Design and Construction - OEGS - HWK2013GB
<b>BORING CONTRACTOR:</b>	Aquifer Drilling & Testing, Inc.
<b>GROUNDWATER:</b>	5'
<b>CAS.</b>	
<b>SAMPLER</b>	
<b>TUBE</b>	

<b>BORING NO.:</b>	SB-02
<b>SHEET:</b>	1 of 1
<b>JOB NO.:</b>	17-155-0265
<b>LOCATION:</b>	Gerritsen Ave. & Cyrus Ave.
<b>GROUND ELEVATION:</b>	NA
<b>DATE STARTED:</b>	May 29, 2018
<b>DATE FINISHED:</b>	May 29, 2018
<b>DRILLER:</b>	Tony Palomeeque
<b>GEOLOGIST:</b>	Fidelis Idoko Jr.
<b>REVIEWED BY:</b>	

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1	[Pattern]				NA	Dark Brown to Dark Grey	loose	0-5': Fine to medium Sand.	SP	Hand cleared to 5 ftbg 0.0 ppm Moist  Wet at 5 ftbg
6								End of boring at 5 ftbg		
10										
15										
20										
25										
30										

**COMMENTS:** Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

**PROJECT NO.:** 17-155-0265  
**BORING NO.:** SB-02



# LiRo Engineers, Inc.

## TEST BORING LOG

**PROJECT:** Combined Sewer Replacement at Penelope Ave., Queens, NY  
**CLIENT:** Department of Design and Construction - OEGS - HWK2013GB  
**BORING CONTRACTOR:** Aquifer Drilling & Testing, Inc.  
**GROUNDWATER:** 5'

DATE	TIME	LEVEL	TYPE	CAS.	SAMPLER	TUBE
			NA			
			DIA.			
			WT.			
			FALL			

**BORING NO.:** SB-03  
**SHEET:** 1 of 1  
**JOB NO.:** 17-155-0265  
**LOCATION:** Sebe Ave.  
**GROUND ELEVATION:** NA  
**DATE STARTED:** May 29, 2018  
**DATE FINISHED:** May 29, 2018  
**DRILLER:** Tony Palomeeque  
**GEOLOGIST:** Fidelis Idoko Jr.  
**REVIEWED BY:**

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1	[Pattern]				NA	Dark Brown to Dark Grey	Medium loose	0-2': Fine to medium sand.	SP	Hand cleared to 5 ftbg 0.0 ppm Moist Wet at 5 ftbg
								2-3': Coarse sand.		
								3-5': Fine to medium sand.		
6								End of boring at 5 ftbg		
10										
15										
20										
25										
30										

**COMMENTS:** Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

**PROJECT NO.:** 15-008-0265  
**BORING NO.:** SB-03



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-04					
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1					
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265					
<b>GROUNDWATER:</b> 5'					<b>CAS.</b>		<b>SAMPLER</b>		<b>TUBE</b>	
<b>DATE</b>					<b>DATE STARTED:</b> May 29, 2018					
<b>TIME</b>					<b>DATE FINISHED:</b> May 29, 2018					
<b>LEVEL</b>					<b>DRILLER:</b> Tony Palomeeque					
<b>TYPE</b>					<b>GEOLOGIST:</b> Fidelis Idoko Jr.					
<b>TYPE</b>					<b>REVIEWED BY:</b>					
<b>WT.</b>										
<b>FALL</b>										

DEPTH FEET	SAMPLE					DESCRIPTION				USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1					NA	Dark brown to black and then dark brown	Medium loose	0-5': Fine to medium Sand.		SP	Hand cleared to 5 ftbg 0.0 ppm Moist  Wet at 5 ftbg
6								End of boring at 5 ftbg			
10											
15											
20											
25											
30											

<b>COMMENTS:</b> Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-04



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-05					
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1					
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265					
<b>GROUNDWATER:</b> 5'					<b>CAS.</b>		<b>SAMPLER</b>		<b>TUBE</b>	
<b>DATE</b>					<b>DATE STARTED:</b> May 30, 2018					
<b>TIME</b>					<b>DATE FINISHED:</b> May 30, 2018					
<b>LEVEL</b>					<b>DRILLER:</b> Artie LaRocca					
<b>TYPE</b>					<b>GEOLOGIST:</b> Fidelis Idoko Jr.					
<b>TYPE</b>					<b>REVIEWED BY:</b>					
<b>WT.</b>										
<b>FALL</b>										

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS	
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1	[Pattern]					NA	Dark brown	Medium loose	0-5' Fine to medium Sand.	SP	Hand cleared to 5 ftbg 0.0 ppm Moist  Wet at 5 ftbg
6									End of boring at 5 ftbg		
10											
15											
20											
25											
30											

<b>COMMENTS:</b> Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-05





# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-06					
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1					
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265					
<b>GROUNDWATER:</b> 4'					<b>CAS.</b>		<b>SAMPLER</b>		<b>TUBE</b>	
<b>DATE</b>					<b>DATE STARTED:</b> May 31, 2018					
<b>TIME</b>					<b>DATE FINISHED:</b> May 31, 2018					
<b>LEVEL</b>					<b>DRILLER:</b> Artie LaRocca					
<b>TYPE</b>					<b>GEOLOGIST:</b> Fidelis Idoko Jr.					
<b>TYPE</b>					<b>REVIEWED BY:</b>					
<b>WT.</b>										
<b>FALL</b>										

DEPTH FEET	SAMPLE					DESCRIPTION				USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1	[Pattern]				NA	Dark brown	Loose	0-4': Fine to medium Sand, trace of clay, and rocks.		SC	Hand cleared to 4 ftbg 0.0 ppm Moist  Wet at 4 ftbg
6								End of boring at 4 ftbg			
10											
15											
20											
25											
30											

<b>COMMENTS:</b> Grab sample collected at 3.5-4.0 ftbg for VOCs. Composite sample collected from 0-4 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-06



# LiRo Engineers, Inc.

## TEST BORING LOG

**PROJECT:** Reconstruction of Gerritsen Beach Area  
**CLIENT:** Department of Design and Construction - OEGS - HWK2013GB  
**BORING CONTRACTOR:** Aquifer Drilling & Testing, Inc.

**BORING NO:** SB-07  
**SHEET:** 1 of 1  
**JOB NO.:** 17-155-0265  
**LOCATION:** Canton Ct. and Seba Ave.  
**GROUND ELEVATION:** NA  
**DATE STARTED:** May 29, 2018  
**DATE FINISHED:** May 29, 2018  
**DRILLER:** Tony Palomeeque  
**GEOLOGIST:** Fidelis Idoko Jr.  
**REVIEWED BY:**

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1					NA	Dark brown	Loose	0-5': Fine to medium Sand and some rocks.	SP	Hand cleared to 5 ftbg 0.0 ppm Moist  Wet at 5 ftbg
6								End of boring at 5 ftbg		
10										
15										
20										
25										
30										

**COMMENTS:** Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

**PROJECT NO.:** 17-155-0265  
**BORING NO.:** SB-07



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-08		
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1		
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265		
<b>GROUNDWATER:</b> 4.5'					<b>LOCATION:</b> Bartlett Pl. and Noel Ave.		
					<b>GROUND ELEVATION:</b> NA		
<b>DATE</b>	<b>TIME</b>	<b>LEVEL</b>	<b>TYPE</b>	<b>TYPE</b>	<b>DATE STARTED:</b> May 30, 2018		
			NA	DIA.	<b>DATE FINISHED:</b> May 30, 2018		
				WT.	<b>DRILLER:</b> Artie LaRocca		
				FALL	<b>GEOLOGIST:</b> Fidelis Idoko Jr.		
					<b>REVIEWED BY:</b>		

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1	[Pattern]				NA	Dark brown to black	Medium loose	0-4'.5: Fine to medium Sand.	SP	Hand cleared to 4.5 ftbg 0.0 ppm Moist  Wet at 4.5 ftbg
6								End of boring at 4.5 ftbg		
10										
15										
20										
25										
30										

<b>COMMENTS:</b> Grab sample collected at 4-4.5 ftbg for VOCs. Composite sample collected from 0-4.5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-08



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-09	
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1	
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265	
<b>GROUNDWATER:</b> 5'					<b>LOCATION:</b> Noel Ave. and Cyrus Ave.	
<b>CAS.</b>					<b>GROUND ELEVATION:</b> NA	
<b>SAMPLER</b>					<b>DATE STARTED:</b> May 29, 2018	
<b>TUBE</b>					<b>DATE FINISHED:</b> May 29, 2018	
<b>DATE</b>	<b>TIME</b>	<b>LEVEL</b>	<b>TYPE</b>	<b>TYPE</b>	<b>DRILLER:</b> Tony Palomeeque	
			NA	DIA.	<b>GEOLOGIST:</b> Fidelis Idoko Jr.	
				WT.	<b>REVIEWED BY:</b>	
				FALL		

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1	[Pattern]				NA	Dark brown	Loose	0-5' Fine to medium Sand.	SP	Hand cleared to 5 ftbg 0.0 ppm Moist Wet at 5 ftbg
6								End of boring at 5 ftbg		
10										
15										
20										
25										
30										

<b>COMMENTS:</b> Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-09



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-10		
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1		
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265		
<b>GROUNDWATER:</b> 5'					<b>LOCATION:</b> Noel Ave. and Seba Ave.		
<b>CAS.</b>					<b>GROUND ELEVATION:</b> NA		
<b>SAMPLER</b>					<b>DATE STARTED:</b> May 29, 2018		
<b>TUBE</b>					<b>DATE FINISHED:</b> May 29, 2018		
<b>DATE</b>					<b>DRILLER:</b> Tony Palomeeque		
<b>TIME</b>					<b>GEOLOGIST:</b> Fidelis Idoko Jr.		
<b>LEVEL</b>					<b>REVIEWED BY:</b>		
<b>TYPE</b>							
<b>TYPE</b>							
<b>WT.</b>							
<b>FALL</b>							

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION		
1	[Pattern]				NA	Dark brown	Loose	0-5': Fine to medium Sand, some clay and gravel.	SC	Hand cleared to 5 ftbg 0.0 ppm Moist  Wet at 5 ftbg
6								End of boring at 5 ftbg		
10										
15										
20										
25										
30										

<b>COMMENTS:</b> Grab sample collected at 4.5-5.0 ftbg for VOCs. Composite sample collected from 0-5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-10



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area						<b>BORING NO.:</b> SB-11	
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB						<b>SHEET:</b> 1 of 1	
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.						<b>JOB NO.:</b> 17-155-0265	
<b>GROUNDWATER:</b> 3.5'						<b>LOCATION:</b> Lois Ave. and Noel Ave.	
<b>CAS.</b>						<b>GROUND ELEVATION:</b> NA	
<b>SAMPLER</b>						<b>DATE STARTED:</b> May 31, 2018	
<b>TUBE</b>						<b>DATE FINISHED:</b> May 31, 2018	
<b>DATE</b>						<b>DRILLER:</b> Artie LaRocca	
<b>TIME</b>						<b>GEOLOGIST:</b> Fidelis Idoko Jr.	
<b>LEVEL</b>						<b>REVIEWED BY:</b>	
<b>TYPE</b>							
<b>TYPE</b>							
<b>NA</b>							
<b>DIA.</b>							
<b>WT.</b>							
<b>FALL</b>							

DEPTH FEET	SAMPLE					DESCRIPTION			USCS	REMARKS	
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1	[Pattern]				NA	Dark brown to light brown	Loose	0-3.5': Fine to medium Sand.	SP	Hand cleared to 3.5 ftbg 0.0 ppm Moist Wet at 3.5 ftbg	
6								End of boring at 3.5 ftbg			
10											
15											
20											
25											
30											

<b>COMMENTS:</b> Grab sample collected at 3-3.5 ftbg for VOCs. Composite sample collected from 0-3.5 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-11



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b>	Reconstruction of Gerritsen Beach Area
<b>CLIENT:</b>	Department of Design and Construction - OEGS - HWK2013GB
<b>BORING CONTRACTOR:</b>	Aquifer Drilling & Testing, Inc.
<b>GROUNDWATER:</b>	4
<b>CAS.</b>	
<b>SAMPLER</b>	
<b>TUBE</b>	

<b>BORING NO:</b>	SB-12
<b>SHEET:</b>	1 of 1
<b>JOB NO.:</b>	17-155-0265
<b>LOCATION:</b>	Bartletts St. and Jucy's Ln.
<b>GROUND ELEVATION:</b>	NA
<b>DATE STARTED:</b>	May 30, 2018
<b>DATE FINISHED:</b>	May 30, 2018
<b>DRILLER:</b>	Artie LaRocca
<b>GEOLOGIST:</b>	Fidelis Idoko Jr.
<b>REVIEWED BY:</b>	

DEPTH FEET	SAMPLE					DESCRIPTION				USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1					NA	Dark brown	Loose	0-4': Fine to medium Sand.	SP	Hand cleared to 4 ftbg 0.0 ppm Moist  Wet at 4 ftbg	
6								End of boring at 4 ftbg			
10											
15											
20											
25											
30											

**COMMENTS:** Grab sample collected at 3.5-4 ftbg for VOCs. Composite sample collected from 0-4 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

**PROJECT NO.:** 17-155-0265  
**BORING NO.:** SB-12



# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-13				
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1				
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265				
<b>GROUNDWATER:</b> 4					<b>CAS. SAMPLER TUBE</b>				
<b>DATE</b>					<b>GROUND ELEVATION:</b> NA				
<b>TIME</b>					<b>DATE STARTED:</b> May 30, 2018				
<b>LEVEL</b>					<b>DATE FINISHED:</b> May 30, 2018				
<b>TYPE</b>					<b>DRILLER:</b> Artie LaRocca				
<b>TYPE</b>					<b>GEOLOGIST:</b> Fidelis Idoko Jr.				
<b>NA</b>					<b>REVIEWED BY:</b>				
<b>DIA.</b>									
<b>WT.</b>									
<b>FALL</b>									

DEPTH FEET	SAMPLE					DESCRIPTION				USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1	[Pattern]				NA	Dark brown	Loose	0-4': Fine to medium Sand.		SP	Hand cleared to 4 ftbg 0.0 ppm Moist  Wet at 4 ftbg
6							End of boring at 4 ftbg				
10											
15											
20											
25											
30											

<b>COMMENTS:</b> Grab sample collected at 3.5-4 ftbg for VOCs. Composite sample collected from 0-4 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-13





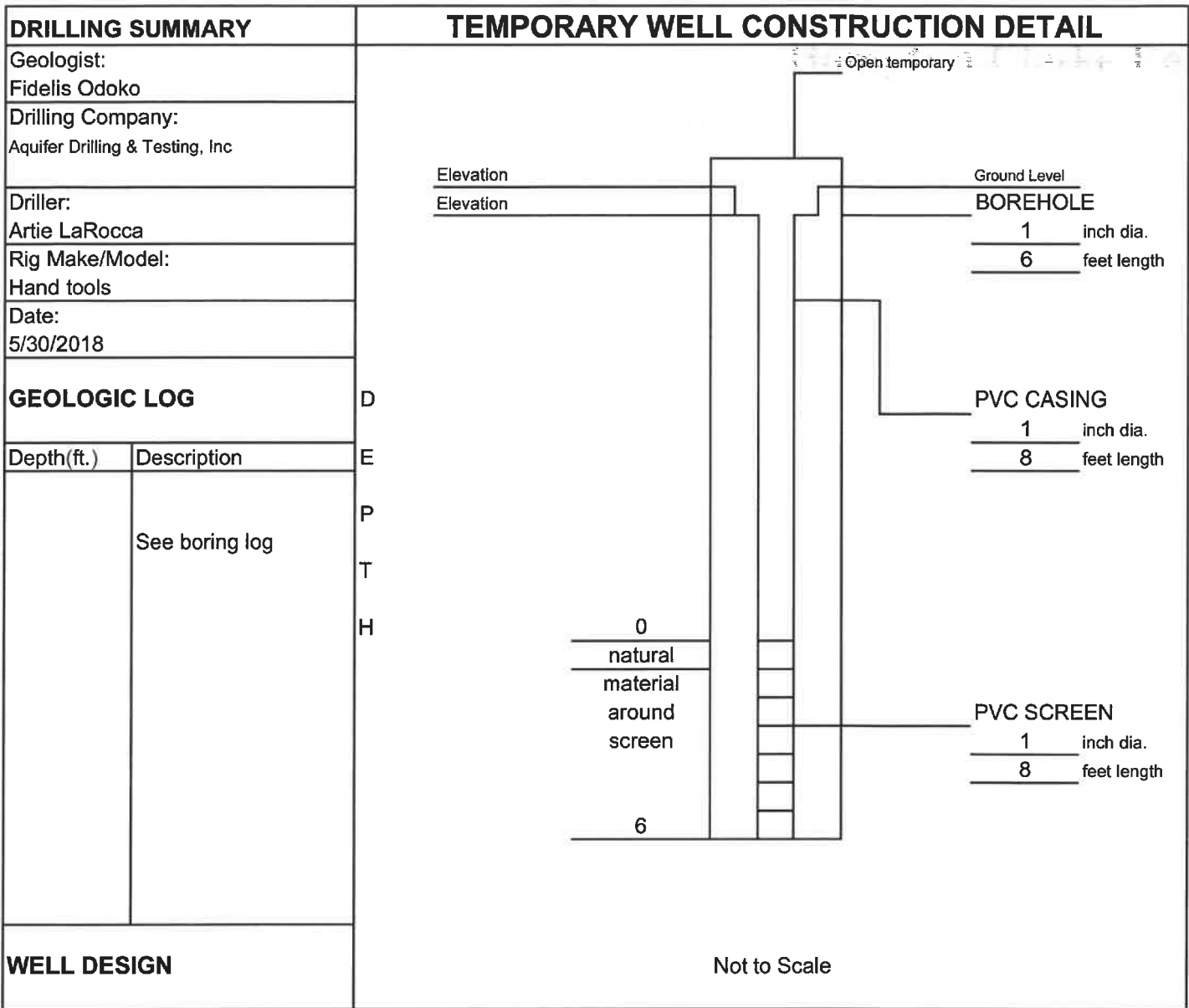
# LiRo Engineers, Inc.

## TEST BORING LOG

<b>PROJECT:</b> Reconstruction of Gerritsen Beach Area					<b>BORING NO.:</b> SB-14					
<b>CLIENT:</b> Department of Design and Construction - OEGS - HWK2013GB					<b>SHEET:</b> 1 of 1					
<b>BORING CONTRACTOR:</b> Aquifer Drilling & Testing, Inc.					<b>JOB NO.:</b> 17-155-0265					
<b>GROUNDWATER:</b> 6'					<b>CAS.</b>		<b>SAMPLER</b>		<b>TUBE</b>	
<b>DATE</b>					<b>LEVEL</b>		<b>TYPE</b>		<b>GROUND ELEVATION:</b> NA	
					NA		DIA.		<b>DATE STARTED:</b> May 31, 2018	
							WT.		<b>DATE FINISHED:</b> May 31, 2018	
							FALL		<b>DRILLER:</b> Artie LaRocca	
									<b>GEOLOGIST:</b> Fidelis Idoko Jr.	
									<b>REVIEWED BY:</b>	

DEPTH FEET	SAMPLE					DESCRIPTION				USCS	REMARKS
	STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION			
1	[Pattern]									SP	Hand cleared to 6 ftbg 0.0 ppm Moist  Wet at 6 ftbg
6					NA	Brown	Loose	0-6': Fine to medium Sand.			
								End of boring at 6 ftbg			
10											
15											
20											
25											
30											

<b>COMMENTS:</b> Grab sample collected at 2.5-3.0 ftbg for VOCs. Composite sample collected from 0-3.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).	<b>PROJECT NO.:</b> 17-155-0265
	<b>BORING NO.:</b> SB-14



CASING MATERIAL	SCREEN MATERIAL	FILTER MATERIAL
Surface: None	Type: 1" PVC	Type: no filter pack    Setting: N/A
Monitor: 1" PVC	Slot Size: 0.010"	<b>SEAL MATERIAL</b>
		Type: Bentonite    Setting: none Type: Cement    Setting: NA

<b>COMMENTS:</b> Temporary well.	<b>LEGEND</b> <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div> Open Formation
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<b>Client:</b> NYCDDC- OEGS	<b>Location:</b> Seba Ave and Just Ct Brooklyn, NY	<b>Project No.:</b> 17-155-0265
<b>LiRo Engineers, Inc.</b>	<b>MONITORING WELL CONSTRUCTION DETAILS</b>	<b>Well Number:</b> SB-14/TWP



**APPENDIX C**  
**LABORATORY ANALYTICAL RESULTS**  
Included on Attached CD

# Hampton-Clarke Report Of Analysis

Client: LIRO Engineers, Inc.

HC Project #: 8053125

Project: Gerritsen Beach Phase II

Sample ID: TWP-14  
 Lab#: AD04506-001  
 Matrix: Aqueous

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

**Carbonaceous BOD-5 Day (SM5210 B-11)**

Analyte	DF	Units	RL	Result
Carbonaceous Bod, 5 Day	1	mg/l	2.0	ND

**Chloride (Water) 300.0**

Analyte	DF	Units	RL	Result
Chloride	1	mg/l	2.0	22

**Cr (Hexavalent) 3500-Cr B11**

Analyte	DF	Units	RL	Result
Cr (Hexavalent)	1	mg/l	0.025	ND

**Flash Point 1010A**

Analyte	DF	Units	RL	Result
Flash Point	1	deg. f		>141

**Mercury (Water) 245.1**

Analyte	DF	Units	RL	Result
Mercury	1	ug/l	0.20	ND

**Metals-Three 200.7**

Analyte	DF	Units	RL	Result
Copper	1	ug/l	25	ND
Nickel	1	ug/l	10	19
Zinc	1	ug/l	25	99

**Metals-Two 200.8**

Analyte	DF	Units	RL	Result
Cadmium	1	ug/l	1.0	ND
Lead	1	ug/l	0.75	30

**Nitrate-N (Water) 300.0**

Analyte	DF	Units	RL	Result
Nitrate	1	mg/l	1.0	3.4

**Nitrite-N (Aqueous) 300.0**

Analyte	DF	Units	RL	Result
Nitrite	1	mg/l	1.0	ND

**PCB 608**

Analyte	DF	Units	RL	Result		
Aroclor (Total)	1	ug/l	0.050	ND		
Aroclor-1016	1	ug/l	0.050	ND		
Aroclor-1221	1	ug/l	0.050	ND		
Aroclor-1232	1	ug/l	0.050	ND		
Aroclor-1242	1	ug/l	0.050	ND		
Aroclor-1248	1	ug/l	0.050	ND		
Aroclor-1254	1	ug/l	0.050	ND		
Aroclor-1260	1	ug/l	0.050	ND		
Aroclor-1262	1	ug/l	0.050	ND		
Aroclor-1268	1	ug/l	0.050	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
TCMX-Surrogate	63.45	100	39	132	63	
TCMX-Surrogate	64.33	100	39	132	64	
DCB-Surrogate	92.10	100	39	142	92	
DCB-Surrogate	96.40	100	39	142	96	

Sample ID: TWP-14  
 Lab#: AD04506-001  
 Matrix: Aqueous

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

pH (SM4500-H+ B-11)

Analyte	DF	Units	RL	Result
pH	1	ph		7.4
Temperature	1	c		22.0

Semivolatile Organics (no search) 625

Analyte	DF	Units	RL	Result		
1,2,4-Trichlorobenzene	1	ug/l	2.0	ND		
Naphthalene	1	ug/l	0.50	ND		
Phenol	1	ug/l	2.0	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	39.36	50	55	146	79	
Phenol-d5	24.43	100	27	115	24	Sa6
Nitrobenzene-d5	33.01	50	51	139	66	
2-Fluorophenol	39.93	100	29	113	40	
2-Fluorobiphenyl	34.30	50	53	129	69	
2,4,6-Tribromophenol	66.90	100	54	149	67	

SGT-HEM (Non-Polar Material) 1664B

Analyte	DF	Units	RL	Result
SGT-HEM (Non-Polar Material)	1	mg/l	5.3	ND

Total Solids (SM2540B-11)

Analyte	DF	Units	RL	Result
Total Solids @ 103-105 C	1	mg/l	40	370

Total Suspended Solids (SM2540D-11)

Analyte	DF	Units	RL	Result
Total Suspended Solids @ 103-105 C	1	mg/l	6.7	83

Volatile Organics (no search) 624

Analyte	DF	Units	RL	Result		
1,1,1-Trichloroethane	1	ug/l	1.0	ND		
1,4-Dichlorobenzene	1	ug/l	1.0	ND		
Benzene	1	ug/l	0.50	ND		
Carbon tetrachloride	1	ug/l	1.0	ND		
Chloroform	1	ug/l	1.0	ND		
Ethylbenzene	1	ug/l	1.0	ND		
m&p-Xylenes	1	ug/l	1.0	ND		
Methyl-t-butyl ether	1	ug/l	0.50	ND		
o-Xylene	1	ug/l	1.0	ND		
Tetrachloroethene	1	ug/l	1.0	ND		
Toluene	1	ug/l	1.0	ND		
Xylenes (Total)	1	ug/l	1.0	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Toluene-d8	28.89	30	79	111	96	
Dibromofluoromethane	31.97	30	73	131	107	
Bromofluorobenzene	31.28	30	82	112	104	
1,2-Dichloroethane-d4	27.66	30	78	128	92	



# Hampton-Clarke Report Of Analysis

Client: LIRO Engineers, Inc.

HC Project #: 8053126

Project: Gerritsen Beach Phase II

Sample ID: SB-06-3.5'-4.0'

Collection Date: 5/31/2018

Lab#: AD04507-001

Receipt Date: 5/31/2018

Matrix: Soil

## % Solids SM2540G

Analyte	DF	Units	RL	Result
%Solids	1	percent		84

## Volatile Organics (no search) 8260

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	0.998	mg/kg	0.0024	ND
1,1,2,2-Tetrachloroethane	0.998	mg/kg	0.0024	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	0.998	mg/kg	0.0024	ND
1,1,2-Trichloroethane	0.998	mg/kg	0.0024	ND
1,1-Dichloroethane	0.998	mg/kg	0.0024	ND
1,1-Dichloroethane	0.998	mg/kg	0.0024	ND
1,2,3-Trichlorobenzene	0.998	mg/kg	0.0024	ND
1,2,4-Trichlorobenzene	0.998	mg/kg	0.0024	ND
1,2-Dibromo-3-chloropropane	0.998	mg/kg	0.0024	ND
1,2-Dibromoethane	0.998	mg/kg	0.0012	ND
1,2-Dichlorobenzene	0.998	mg/kg	0.0024	ND
1,2-Dichloroethane	0.998	mg/kg	0.0024	ND
1,2-Dichloropropane	0.998	mg/kg	0.0024	ND
1,3-Dichlorobenzene	0.998	mg/kg	0.0024	ND
1,4-Dichlorobenzene	0.998	mg/kg	0.0024	ND
1,4-Dioxane	0.998	mg/kg	0.12	ND
2-Butanone	0.998	mg/kg	0.0024	ND
2-Hexanone	0.998	mg/kg	0.0024	ND
4-Methyl-2-pentanone	0.998	mg/kg	0.0024	ND
Acetone	0.998	mg/kg	0.012	ND
Benzene	0.998	mg/kg	0.0012	ND
Bromochloromethane	0.998	mg/kg	0.0024	ND
Bromodichloromethane	0.998	mg/kg	0.0024	ND
Bromoform	0.998	mg/kg	0.0024	ND
Bromomethane	0.998	mg/kg	0.0024	ND
Carbon disulfide	0.998	mg/kg	0.0024	ND
Carbon tetrachloride	0.998	mg/kg	0.0024	ND
Chlorobenzene	0.998	mg/kg	0.0024	ND
Chloroethane	0.998	mg/kg	0.0024	ND
Chloroform	0.998	mg/kg	0.0024	ND
Chloromethane	0.998	mg/kg	0.0024	ND
cis-1,2-Dichloroethene	0.998	mg/kg	0.0024	ND
cis-1,3-Dichloropropene	0.998	mg/kg	0.0024	ND
Cyclohexane	0.998	mg/kg	0.0024	ND
Dibromochloromethane	0.998	mg/kg	0.0024	ND
Dichlorodifluoromethane	0.998	mg/kg	0.0024	ND
Ethylbenzene	0.998	mg/kg	0.0012	ND
Isopropylbenzene	0.998	mg/kg	0.0012	ND
m&p-Xylenes	0.998	mg/kg	0.0012	ND
Methyl Acetate	0.998	mg/kg	0.0024	ND
Methylcyclohexane	0.998	mg/kg	0.0024	ND
Methylene chloride	0.998	mg/kg	0.0024	ND
Methyl-t-butyl ether	0.998	mg/kg	0.0012	ND
o-Xylene	0.998	mg/kg	0.0012	ND
Styrene	0.998	mg/kg	0.0024	ND
t-Butyl Alcohol	0.998	mg/kg	0.012	ND
Tetrachloroethane	0.998	mg/kg	0.0024	ND
Toluene	0.998	mg/kg	0.0012	ND
trans-1,2-Dichloroethene	0.998	mg/kg	0.0024	ND
trans-1,3-Dichloropropene	0.998	mg/kg	0.0024	ND
Trichloroethene	0.998	mg/kg	0.0024	ND
Trichlorofluoromethane	0.998	mg/kg	0.0024	ND
Vinyl chloride	0.998	mg/kg	0.0024	ND

Sample ID: SB-06-3.5'-4.0'

Lab#: AD04507-001

Matrix: Soil

Collection Date: 5/31/2018

Receipt Date: 5/31/2018

Xylenes (Total)	0.998	mg/kg	0.0012	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Toluene-d8	35.53	30	68	122	118	
Dibromofluoromethane	29.39	30	63	140	98	
Bromofluorobenzene	28.78	30	64	129	96	
1,2-Dichloroethane-d4	30.96	30	63	143	103	



Sample ID: SB-06-COMP  
 Lab#: AD04507-002  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		84

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	71	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	17.44	20	30	146	87	
Chlorobenzene	6.61	20	20	117	33	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	92.9	mg/kg	28	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	32.55	30	50	150	108	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.079	ND		
Acenaphthene	1	mg/kg	0.079	ND		
Acenaphthylene	1	mg/kg	0.079	0.25		
Anthracene	1	mg/kg	0.079	ND		
Benzo[a]anthracene	1	mg/kg	0.079	0.19		
Benzo[a]pyrene	1	mg/kg	0.079	0.15		
Benzo[b]fluoranthene	1	mg/kg	0.079	0.37		
Benzo[g,h,i]perylene	1	mg/kg	0.079	0.25		
Benzo[k]fluoranthene	1	mg/kg	0.079	0.14		
Chrysene	1	mg/kg	0.079	0.24		
Dibenzo[a,h]anthracene	1	mg/kg	0.079	ND		
Fluoranthene	1	mg/kg	0.079	0.19		
Fluorene	1	mg/kg	0.079	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.079	0.19		
Naphthalene	1	mg/kg	0.020	0.024		
Phenanthrene	1	mg/kg	0.079	0.083		
Pyrene	1	mg/kg	0.079	0.31		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	21.14	50	58	148	85	
Phenol-d5	34.05	100	49	129	68	
Nitrobenzene-d5	18.78	50	52	129	75	
2-Fluorophenol	32.42	100	43	128	65	
2-Fluorobiphenyl	18.92	50	58	125	76	
2,4,6-Tribromophenol	42.77	100	54	145	86	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.030	ND
Aroclor-1016	1	mg/kg	0.030	ND
Aroclor-1221	1	mg/kg	0.030	ND
Aroclor-1232	1	mg/kg	0.030	ND
Aroclor-1242	1	mg/kg	0.030	ND

Sample ID: SB-06-COMP  
 Lab#: AD04507-002  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.030	ND		
Aroclor-1254	1	mg/kg	0.030	ND		
Aroclor-1260	1	mg/kg	0.030	ND		
Aroclor-1262	1	mg/kg	0.030	ND		
Aroclor-1268	1	mg/kg	0.030	ND		
<b>Surrogate</b>	<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>	<b>Flags</b>
TCMX-Surrogate	70.91	100	37	141	71	
TCMX-Surrogate	82.00	100	37	141	82	
DCB-Surrogate	76.27	100	34	146	76	
DCB-Surrogate	88.27	100	34	146	88	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		10
Temperature	1	c		22.1

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.38
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.14
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-11-3.0-3.5'  
 Lab#: AD04507-003  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		80

**Volatile Organics (no search) 8260**

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	0.936	mg/kg	0.0023	ND
1,1,2,2-Tetrachloroethane	0.936	mg/kg	0.0023	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	0.936	mg/kg	0.0023	ND
1,1,2-Trichloroethane	0.936	mg/kg	0.0023	ND
1,1-Dichloroethane	0.936	mg/kg	0.0023	ND
1,1-Dichloroethene	0.936	mg/kg	0.0023	ND
1,2,3-Trichlorobenzene	0.936	mg/kg	0.0023	ND
1,2,4-Trichlorobenzene	0.936	mg/kg	0.0023	ND
1,2-Dibromo-3-chloropropane	0.936	mg/kg	0.0023	ND
1,2-Dibromoethane	0.936	mg/kg	0.0012	ND
1,2-Dichlorobenzene	0.936	mg/kg	0.0023	ND
1,2-Dichloroethane	0.936	mg/kg	0.0023	ND
1,2-Dichloropropane	0.936	mg/kg	0.0023	ND
1,3-Dichlorobenzene	0.936	mg/kg	0.0023	ND
1,4-Dichlorobenzene	0.936	mg/kg	0.0023	ND
1,4-Dioxane	0.936	mg/kg	0.12	ND
2-Butanone	0.936	mg/kg	0.0023	ND
2-Hexanone	0.936	mg/kg	0.0023	ND
4-Methyl-2-pentanone	0.936	mg/kg	0.0023	ND
Acetone	0.936	mg/kg	0.012	ND
Benzene	0.936	mg/kg	0.0012	ND
Bromochloromethane	0.936	mg/kg	0.0023	ND
Bromodichloromethane	0.936	mg/kg	0.0023	ND
Bromoform	0.936	mg/kg	0.0023	ND
Bromomethane	0.936	mg/kg	0.0023	ND
Carbon disulfide	0.936	mg/kg	0.0023	ND
Carbon tetrachloride	0.936	mg/kg	0.0023	ND
Chlorobenzene	0.936	mg/kg	0.0023	ND
Chloroethane	0.936	mg/kg	0.0023	ND
Chloroform	0.936	mg/kg	0.0023	ND
Chloromethane	0.936	mg/kg	0.0023	ND
cis-1,2-Dichloroethene	0.936	mg/kg	0.0023	ND
cis-1,3-Dichloropropene	0.936	mg/kg	0.0023	ND
Cyclohexane	0.936	mg/kg	0.0023	ND
Dibromochloromethane	0.936	mg/kg	0.0023	ND
Dichlorodifluoromethane	0.936	mg/kg	0.0023	ND
Ethylbenzene	0.936	mg/kg	0.0012	ND
Isopropylbenzene	0.936	mg/kg	0.0012	ND
m&p-Xylenes	0.936	mg/kg	0.0012	ND
Methyl Acetate	0.936	mg/kg	0.0023	ND
Methylcyclohexane	0.936	mg/kg	0.0023	ND
Methylene chloride	0.936	mg/kg	0.0023	ND
Methyl-t-butyl ether	0.936	mg/kg	0.0012	ND
o-Xylene	0.936	mg/kg	0.0012	ND
Styrene	0.936	mg/kg	0.0023	ND
t-Butyl Alcohol	0.936	mg/kg	0.012	ND
Tetrachloroethene	0.936	mg/kg	0.0023	ND
Toluene	0.936	mg/kg	0.0012	ND
trans-1,2-Dichloroethene	0.936	mg/kg	0.0023	ND
trans-1,3-Dichloropropene	0.936	mg/kg	0.0023	ND
Trichloroethene	0.936	mg/kg	0.0023	ND
Trichlorofluoromethane	0.936	mg/kg	0.0023	ND
Vinyl chloride	0.936	mg/kg	0.0023	ND
Xylenes (Total)	0.936	mg/kg	0.0012	ND

Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Toluene-d8	31.04	30	68	122	103	
Dibromofluoromethane	25.34	30	63	140	84	
Bromofluorobenzene	33.78	30	64	129	113	
1,2-Dichloroethane-d4	31.79	30	63	143	106	

Sample ID: SB-11-COMP  
 Lab#: AD04507-004  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		89

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	67	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	15.38	20	30	146	77	
Chlorobenzene	6.94	20	20	117	35	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	93.1	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	31.00	30	50	150	103	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.075	ND		
Acenaphthene	1	mg/kg	0.075	ND		
Acenaphthylene	1	mg/kg	0.075	0.11		
Anthracene	1	mg/kg	0.075	ND		
Benzo[a]anthracene	1	mg/kg	0.075	0.17		
Benzo[a]pyrene	1	mg/kg	0.075	0.16		
Benzo[b]fluoranthene	1	mg/kg	0.075	0.22		
Benzo[g,h,i]perylene	1	mg/kg	0.075	0.16		
Benzo[k]fluoranthene	1	mg/kg	0.075	ND		
Chrysene	1	mg/kg	0.075	0.18		
Dibenzo[a,h]anthracene	1	mg/kg	0.075	ND		
Fluoranthene	1	mg/kg	0.075	0.27		
Fluorene	1	mg/kg	0.075	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.075	0.12		
Naphthalene	1	mg/kg	0.019	ND		
Phenanthrene	1	mg/kg	0.075	0.16		
Pyrene	1	mg/kg	0.075	0.33		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	22.09	50	58	148	88	
Phenol-d5	39.97	100	49	129	80	
Nitrobenzene-d5	19.23	50	52	129	77	
2-Fluorophenol	35.75	100	43	128	71	
2-Fluorobiphenyl	20.50	50	58	125	82	
2,4,6-Tribromophenol	43.40	100	54	145	87	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.028	ND
Aroclor-1016	1	mg/kg	0.028	ND
Aroclor-1221	1	mg/kg	0.028	ND
Aroclor-1232	1	mg/kg	0.028	ND
Aroclor-1242	1	mg/kg	0.028	ND

Sample ID: SB-11-COMP  
 Lab#: AD04507-004  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Aroclor-1248		1	0.028			ND
Aroclor-1254		1	0.028			ND
Aroclor-1260		1	0.028			ND
Aroclor-1262		1	0.028			ND
Aroclor-1268		1	0.028			ND
TCMX-Surrogate	85.86	100	37	141	86	
TCMX-Surrogate	95.85	100	37	141	96	
DCB-Surrogate	86.31	100	34	146	86	
DCB-Surrogate	101.56	100	34	146	102	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		7.7
Temperature	1	c		21.8

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.50
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.089
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-14-2.5-3.0'  
 Lab#: AD04507-005  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		83

Volatile Organics (no search) 8260

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	0.907	mg/kg	0.0022	ND
1,1,2,2-Tetrachloroethane	0.907	mg/kg	0.0022	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	0.907	mg/kg	0.0022	ND
1,1,2-Trichloroethane	0.907	mg/kg	0.0022	ND
1,1-Dichloroethane	0.907	mg/kg	0.0022	ND
1,1-Dichloroethene	0.907	mg/kg	0.0022	ND
1,2,3-Trichlorobenzene	0.907	mg/kg	0.0022	ND
1,2,4-Trichlorobenzene	0.907	mg/kg	0.0022	ND
1,2-Dibromo-3-chloropropane	0.907	mg/kg	0.0022	ND
1,2-Dibromoethane	0.907	mg/kg	0.0011	ND
1,2-Dichlorobenzene	0.907	mg/kg	0.0022	ND
1,2-Dichloroethane	0.907	mg/kg	0.0022	ND
1,2-Dichloropropane	0.907	mg/kg	0.0022	ND
1,3-Dichlorobenzene	0.907	mg/kg	0.0022	ND
1,4-Dichlorobenzene	0.907	mg/kg	0.0022	ND
1,4-Dioxane	0.907	mg/kg	0.11	ND
2-Butanone	0.907	mg/kg	0.0022	ND
2-Hexanone	0.907	mg/kg	0.0022	ND
4-Methyl-2-pentanone	0.907	mg/kg	0.0022	ND
Acetone	0.907	mg/kg	0.011	ND
Benzene	0.907	mg/kg	0.0011	ND
Bromochloromethane	0.907	mg/kg	0.0022	ND
Bromodichloromethane	0.907	mg/kg	0.0022	ND
Bromoform	0.907	mg/kg	0.0022	ND
Bromomethane	0.907	mg/kg	0.0022	ND
Carbon disulfide	0.907	mg/kg	0.0022	ND
Carbon tetrachloride	0.907	mg/kg	0.0022	ND
Chlorobenzene	0.907	mg/kg	0.0022	ND
Chloroethane	0.907	mg/kg	0.0022	ND
Chloroform	0.907	mg/kg	0.0022	ND
Chloromethane	0.907	mg/kg	0.0022	ND
cis-1,2-Dichloroethene	0.907	mg/kg	0.0022	ND
cis-1,3-Dichloropropene	0.907	mg/kg	0.0022	ND
Cyclohexane	0.907	mg/kg	0.0022	ND
Dibromochloromethane	0.907	mg/kg	0.0022	ND
Dichlorodifluoromethane	0.907	mg/kg	0.0022	ND
Ethylbenzene	0.907	mg/kg	0.0011	ND
Isopropylbenzene	0.907	mg/kg	0.0011	ND
m&p-Xylenes	0.907	mg/kg	0.0011	ND
Methyl Acetate	0.907	mg/kg	0.0022	ND
Methylcyclohexane	0.907	mg/kg	0.0022	ND
Methylene chloride	0.907	mg/kg	0.0022	ND
Methyl-t-butyl ether	0.907	mg/kg	0.0011	ND
o-Xylene	0.907	mg/kg	0.0011	ND
Styrene	0.907	mg/kg	0.0022	ND
t-Butyl Alcohol	0.907	mg/kg	0.011	ND
Tetrachloroethene	0.907	mg/kg	0.0022	ND
Toluene	0.907	mg/kg	0.0011	ND
trans-1,2-Dichloroethene	0.907	mg/kg	0.0022	ND
trans-1,3-Dichloropropene	0.907	mg/kg	0.0022	ND
Trichloroethene	0.907	mg/kg	0.0022	ND
Trichlorofluoromethane	0.907	mg/kg	0.0022	ND
Vinyl chloride	0.907	mg/kg	0.0022	ND
Xylenes (Total)	0.907	mg/kg	0.0011	ND

Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Toluene-d8	31.39	30	68	122	105	
Dibromofluoromethane	30.39	30	63	140	101	
Bromofluorobenzene	30.49	30	64	129	102	
1,2-Dichloroethane-d4	31.84	30	63	143	106	

Sample ID: SB-14-COMP  
 Lab#: AD04507-006  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		81

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	74	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	13.10	20	30	146	66	
Chlorobenzene	9.27	20	20	117	46	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	84.9	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	30.51	30	50	150	102	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.082	ND		
Acenaphthene	1	mg/kg	0.082	ND		
Acenaphthylene	1	mg/kg	0.082	0.58		
Anthracene	1	mg/kg	0.082	0.28		
Benzo[a]anthracene	1	mg/kg	0.082	2.1		
Benzo[a]pyrene	1	mg/kg	0.082	2.0		
Benzo[b]fluoranthene	1	mg/kg	0.082	3.0		
Benzo[g,h,i]perylene	1	mg/kg	0.082	1.4		
Benzo[k]fluoranthene	1	mg/kg	0.082	1.1		
Chrysene	1	mg/kg	0.082	2.2		
Dibenzo[a,h]anthracene	1	mg/kg	0.082	0.48		
Fluoranthene	1	mg/kg	0.082	2.6		
Fluorene	1	mg/kg	0.082	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.082	1.4		
Naphthalene	1	mg/kg	0.021	0.022		
Phenanthrene	1	mg/kg	0.082	0.64		
Pyrene	1	mg/kg	0.082	2.5		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	20.59	50	58	148	82	
Phenol-d5	41.84	100	49	129	84	
Nitrobenzene-d5	18.00	50	52	129	72	
2-Fluorophenol	39.76	100	43	128	80	
2-Fluorobiphenyl	19.35	50	58	125	77	
2,4,6-Tribromophenol	44.12	100	54	145	88	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.031	ND
Aroclor-1016	1	mg/kg	0.031	ND
Aroclor-1221	1	mg/kg	0.031	ND
Aroclor-1232	1	mg/kg	0.031	ND
Aroclor-1242	1	mg/kg	0.031	ND

NOTE: Soil Results are reported to Dry Weight

Project #: 8053126  
 HAZ. - 106

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Sample ID: SB-14-COMP  
 Lab#: AD04507-006  
 Matrix: Soil

Collection Date: 5/31/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.031			ND	
Aroclor-1254	1	mg/kg	0.031			ND	
Aroclor-1260	1	mg/kg	0.031			ND	
Aroclor-1262	1	mg/kg	0.031			ND	
Aroclor-1268	1	mg/kg	0.031			ND	
<b>Surrogate</b>		<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>	<b>Flags</b>
TCMX-Surrogate		74.61	100	37	141	75	
TCMX-Surrogate		88.81	100	37	141	89	
DCB-Surrogate		86.59	100	34	146	87	
DCB-Surrogate		95.12	100	34	146	95	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		7.3
Temperature	1	c		21.5

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.64
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.12
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND



**Ha** **In-Clarke, Inc. (WB/E/DB/E/SBE)**  
 West and 2 Madison Road, Fairfield, New Jersey 07004  
 Ph: 800-426-9992 | 973-244-9770 Fax: 973-244-9787 | 973-439-1498  
 Service Center: 137-D Gailher Drive, Mount Laurel, New Jersey 08054  
 Ph (Service Center): 856-780-6057 Fax: 856-780-6056  
 NELAC/NI #07071 | PA #68-00463 | NY #11408 | CT #PH-0671 | KY #80124 | DE HSCA Approved



**Customer Information**  
 1a) Customer: Liko Engineers Inc  
 Address: 903 Glenview St  
Brooklyn NY 11211  
 1b) Email/Call/Fax/Ph: Helton@licor.com  
 1c) Send Invoice to: Amy Hewson  
 1d) Send Report to: Amy Hewson

**Project Information**  
 2a) Project: Spartan Beach Phase II  
 2b) Project Mgr: Amy Hewson  
 2c) Project Location (City/State): Brooklyn, NY  
 2d) Order/PO # (If Applicable):

**3) Reporting Requirements (Please Circle)**  
 Turnaround: Summary  
 When Available:  
 Business Day (100%)\*  
 Business Days (75%)\*  
 3 Business Days (50%)\*  
 4 Business Days (35%)\*  
 5 Business Days (25%)\*  
 8 Business Days (Stand.)  
 Other: 5 Day TAT  
 \* Expedited TAT Not Always Available. Please Check with Lab.  
 Results + QC (Waste)  
 Reduced: [ ] NU [ ] NY [ ] PA [ ] Other  
 NJ Full / NY ASP CalB  
 NY ASP CalA  
 Electronic Data Deliv.  
 NJ HazSite  
 Excel Reg. NJ NY PA  
 EnviroData  
 EQUS: [ ] 4-File [ ] EZ [ ] NYDEC [ ] Region 2 or 5  
 Other:

**FOR LAB USE ONLY**  
 Batch # AD0507  
 Matrix Codes: DW - Drinking Water S - Soil A - Air  
 GW - Ground Water SL - Sludge  
 WW - Waste Water OL - Oil  
 OT - Other (please specify under Item 9, Comments)

Lab Sample #	4) Customer Sample ID	5) Matrix	6) Date	7) Sample Time	8) Composite (C)		7) Analysis (specify methods & parameter lists)
					Grab (G)	Composite (C)	
001	SB-06-3.5-4.0	Soil	5/31/18	9:30	X	X	Tel Voc's 8260 B PAHs 8270 C Tel PCBs 35508/800 TPTe DRO/GRO RCRA Parameters TCLP RCRA Metal
002	SB-06-Comp				X	X	
003	SB-11-3.0-3.5				X	X	
004	SB-11-Camp				X	X	
005	SB-14-2.5-3.0				X	X	
006	SB-14-Camp				X	X	

**9) Comments**  
 # of Bottles: 8)  
 MeOH En Core NaOH HCl H2SO4 HNO3 Other:  
 1 1 1 1 1 1 1

10) Relinquished by: F. Idolo Sr. Accepted by: [Signature]  
 Date: 5/31/18 Time: 1:00  
 11) Sampler (print name): Fidelis Idolo Sr. Date: 5/31/18

**Comments, Notes, Special Requirements, HAZARDS**  
 Indicate if low-level methods required to meet current groundwater standards (SPLP for soil):  
 BN or BNA (8270D SIM)  
 VOC (8260C SIM or 8011)  
 SPLP (BN, BNA, Metals)  
 1,4 Dioxane  
 Check if applicable:  
 Project-Specific Reporting Limits  
 High Contaminant Concentrations  
 NJ LSRP Project (also check boxes above/right)  
 Please note NUMBERED items. If not completed your analytical work may be delayed.  
 A fee of \$5/sample will be assessed for storage should sample not be activated for any analysis.  
 Internal use: sampling plan (check box) HC [ ] or client [ ] FSP#  
 Cooler Temperature: 3.6

# Hampton-Clarke Report Of Analysis

**Client:** LIRO Engineers, Inc.

**HC Project #:** 8060106

**Project:** Gerritsen Beach Phase II

**Sample ID:** SB-02-4.5-5.0'

**Collection Date:** 5/29/2018

**Lab#:** AD04515-001

**Receipt Date:** 5/31/2018

**Matrix:** Soil

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		83

Sample ID: SB-02-COMP  
 Lab#: AD04515-002  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		87

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	69	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	19.34	20	30	146	97	
Chlorobenzene	9.20	20	20	117	46	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	99.4	mg/kg	29	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	30.66	30	50	150	102	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.038	ND		
Acenaphthene	1	mg/kg	0.038	ND		
Acenaphthylene	1	mg/kg	0.038	ND		
Anthracene	1	mg/kg	0.038	0.12		
Benzo[a]anthracene	1	mg/kg	0.038	0.38		
Benzo[a]pyrene	1	mg/kg	0.038	0.31		
Benzo[b]fluoranthene	1	mg/kg	0.038	0.42		
Benzo[g,h,i]perylene	1	mg/kg	0.038	0.20		
Benzo[k]fluoranthene	1	mg/kg	0.038	0.15		
Chrysene	1	mg/kg	0.038	0.35		
Dibenzo[a,h]anthracene	1	mg/kg	0.038	0.051		
Fluoranthene	1	mg/kg	0.038	0.77		
Fluorene	1	mg/kg	0.038	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.038	0.18		
Naphthalene	1	mg/kg	0.0096	ND		
Phenanthrene	1	mg/kg	0.038	0.54		
Pyrene	1	mg/kg	0.038	0.71		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	39.69	50	58	148	79	
Phenol-d5	67.43	100	49	129	67	
Nitrobenzene-d5	32.28	50	52	129	65	
2-Fluorophenol	62.17	100	43	128	62	
2-Fluorobiphenyl	34.32	50	58	125	69	
2,4,6-Tribromophenol	79.71	100	54	145	80	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND

NOTE: Soil Results are reported to Dry Weight

Sample ID: SB-02-COMP  
 Lab#: AD04515-002  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.029		ND	
Aroclor-1254	1	mg/kg	0.029		ND	
Aroclor-1260	1	mg/kg	0.029		ND	
Aroclor-1262	1	mg/kg	0.029		ND	
Aroclor-1268	1	mg/kg	0.029		ND	
<b>Surrogate</b>	<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>	<b>Flags</b>
TCMX-Surrogate	67.01	100	37	141	67	
TCMX-Surrogate	69.49	100	37	141	69	
DCB-Surrogate	59.86	100	34	146	60	
DCB-Surrogate	60.35	100	34	146	60	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		7.6
Temperature	1	c		21.6

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.42
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
<b>Lead</b>	<b>1</b>	<b>mg/l</b>	<b>0.050</b>	<b>0.36</b>
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-03-4.5-5.0'  
Lab#: AD04515-003  
Matrix: Soil

Collection Date: 5/29/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		74

Sample ID: SB-03-COMP  
 Lab#: AD04515-004  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		87

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	69	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	15.91	20	30	146	80	
Chlorobenzene	7.65	20	20	117	38	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	92.9	mg/kg	27	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	31.28	30	50	150	104	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.038	ND		
Acenaphthene	1	mg/kg	0.038	ND		
Acenaphthylene	1	mg/kg	0.038	ND		
Anthracene	1	mg/kg	0.038	ND		
Benzo[a]anthracene	1	mg/kg	0.038	0.082		
Benzo[a]pyrene	1	mg/kg	0.038	0.071		
Benzo[b]fluoranthene	1	mg/kg	0.038	0.12		
Benzo[g,h,i]perylene	1	mg/kg	0.038	0.062		
Benzo[k]fluoranthene	1	mg/kg	0.038	ND		
Chrysene	1	mg/kg	0.038	0.092		
Dibenzo[a,h]anthracene	1	mg/kg	0.038	ND		
Fluoranthene	1	mg/kg	0.038	0.12		
Fluorene	1	mg/kg	0.038	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.038	0.055		
Naphthalene	1	mg/kg	0.0096	0.012		
Phenanthrene	1	mg/kg	0.038	0.071		
Pyrene	1	mg/kg	0.038	0.14		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	49.36	50	58	148	99	
Phenol-d5	75.05	100	49	129	75	
Nitrobenzene-d5	39.39	50	52	129	79	
2-Fluorophenol	68.98	100	43	128	69	
2-Fluorobiphenyl	38.61	50	58	125	77	
2,4,6-Tribromophenol	83.65	100	54	145	84	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND

NOTE: Soil Results are reported to Dry Weight

**Sample ID: SB-03-COMP**  
**Lab#: AD04515-004**  
**Matrix: Soil**

**Collection Date: 5/29/2018**  
**Receipt Date: 5/31/2018**

Aroclor-1248	1	mg/kg	0.029		ND		
Aroclor-1254	1	mg/kg	0.029		ND		
Aroclor-1260	1	mg/kg	0.029		ND		
Aroclor-1262	1	mg/kg	0.029		ND		
Aroclor-1268	1	mg/kg	0.029		ND		
<b>Surrogate</b>		<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>	<b>Flags</b>
TCMX-Surrogate		73.41	100	37	141	73	
TCMX-Surrogate		75.55	100	37	141	76	
DCB-Surrogate		66.36	100	34	146	66	
DCB-Surrogate		69.69	100	34	146	70	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		8
Temperature	1	c		21.3

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.055
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-04-4.5-5.0'  
Lab#: AD04515-005  
Matrix: Soil

Collection Date: 5/29/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		83



Sample ID: SB-04-COMP  
 Lab#: AD04515-006  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		86

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	70	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	16.52	20	30	146	83	
Chlorobenzene	7.32	20	20	117	37	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	94	mg/kg	27	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	31.04	30	50	150	103	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.039	ND		
Acenaphthene	1	mg/kg	0.039	ND		
Acenaphthylene	1	mg/kg	0.039	0.053		
Anthracene	1	mg/kg	0.039	0.051		
Benzo[a]anthracene	1	mg/kg	0.039	0.31		
Benzo[a]pyrene	1	mg/kg	0.039	0.29		
Benzo[b]fluoranthene	1	mg/kg	0.039	0.40		
Benzo[g,h,i]perylene	1	mg/kg	0.039	0.19		
Benzo[k]fluoranthene	1	mg/kg	0.039	0.13		
Chrysene	1	mg/kg	0.039	0.36		
Dibenzo[a,h]anthracene	1	mg/kg	0.039	0.058		
Fluoranthene	1	mg/kg	0.039	0.46		
Fluorene	1	mg/kg	0.039	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.039	0.16		
Naphthalene	1	mg/kg	0.0097	0.040		
Phenanthrene	1	mg/kg	0.039	0.33		
Pyrene	1	mg/kg	0.039	0.52		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	42.37	50	58	148	85	
Phenol-d5	69.89	100	49	129	70	
Nitrobenzene-d5	35.15	50	52	129	70	
2-Fluorophenol	65.15	100	43	128	65	
2-Fluorobiphenyl	37.62	50	58	125	75	
2,4,6-Tribromophenol	85.20	100	54	145	85	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND

NOTE: Soil Results are reported to Dry Weight

Sample ID: SB-04-COMP  
 Lab#: AD04515-006  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Aroclor-1248		1	mg/kg	0.029		ND
Aroclor-1254		1	mg/kg	0.029		ND
Aroclor-1260		1	mg/kg	0.029		ND
Aroclor-1262		1	mg/kg	0.029		ND
Aroclor-1268		1	mg/kg	0.029		ND
TCMX-Surrogate	83.94	100		37	141	84
TCMX-Surrogate	91.12	100		37	141	91
DCB-Surrogate	79.35	100		34	146	79
DCB-Surrogate	84.55	100		34	146	85

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		7.9
Temperature	1	c		21.6

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.73
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.078
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-07-4.5-5.0'  
Lab#: AD04515-007  
Matrix: Soil

Collection Date: 5/29/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		75

Sample ID: SB-07-COMP  
 Lab#: AD04515-008  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		88

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	68	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	22.46	20	30	146	112	
Chlorobenzene	9.90	20	20	117	50	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	92.8	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	28.96	30	50	150	97	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.0050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.038	ND		
Acenaphthene	1	mg/kg	0.038	ND		
Acenaphthylene	1	mg/kg	0.038	0.056		
Anthracene	1	mg/kg	0.038	0.038		
Benzo[a]anthracene	1	mg/kg	0.038	0.12		
Benzo[a]pyrene	1	mg/kg	0.038	0.095		
Benzo[b]fluoranthene	1	mg/kg	0.038	0.17		
Benzo[g,h,i]perylene	1	mg/kg	0.038	0.079		
Benzo[k]fluoranthene	1	mg/kg	0.038	0.045		
Chrysene	1	mg/kg	0.038	0.14		
Dibenzo[a,h]anthracene	1	mg/kg	0.038	ND		
Fluoranthene	1	mg/kg	0.038	0.17		
Fluorene	1	mg/kg	0.038	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.038	0.066		
Naphthalene	1	mg/kg	0.0095	0.017		
Phenanthrene	1	mg/kg	0.038	0.12		
Pyrene	1	mg/kg	0.038	0.19		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	44.47	50	58	148	89	
Phenol-d5	68.16	100	49	129	68	
Nitrobenzene-d5	37.16	50	52	129	74	
2-Fluorophenol	63.42	100	43	128	63	
2-Fluorobiphenyl	39.67	50	58	125	79	
2,4,6-Tribromophenol	83.12	100	54	145	83	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.028	ND
Aroclor-1016	1	mg/kg	0.028	ND
Aroclor-1221	1	mg/kg	0.028	ND
Aroclor-1232	1	mg/kg	0.028	ND
Aroclor-1242	1	mg/kg	0.028	ND

NOTE: Soil Results are reported to Dry Weight

**Sample ID: SB-07-COMP**  
**Lab#: AD04515-008**  
**Matrix: Soil**

**Collection Date: 5/29/2018**  
**Receipt Date: 5/31/2018**

Aroclor-1248	1	mg/kg	0.028		ND	
Aroclor-1254	1	mg/kg	0.028		ND	
Aroclor-1260	1	mg/kg	0.028		ND	
Aroclor-1262	1	mg/kg	0.028		ND	
Aroclor-1268	1	mg/kg	0.028		ND	
<b>Surrogate</b>	<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>	<b>Flags</b>
TCMX-Surrogate	80.70	100	37	141	81	
TCMX-Surrogate	84.69	100	37	141	85	
DCB-Surrogate	71.77	100	34	146	72	
DCB-Surrogate	75.36	100	34	146	75	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		7.5
Temperature	1	c		21.3

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.064
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-09-4.5-5.0'  
Lab#: AD04515-009  
Matrix: Soil

Collection Date: 5/29/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		83

Sample ID: SB-09-COMP  
 Lab#: AD04515-010  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		85

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	71	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	17.68	20	30	146	88	
Chlorobenzene	10.03	20	20	117	50	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	85	mg/kg	25	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	30.40	30	50	150	101	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.039	ND		
Acenaphthene	1	mg/kg	0.039	ND		
Acenaphthylene	1	mg/kg	0.039	0.046		
Anthracene	1	mg/kg	0.039	ND		
Benzo[a]anthracene	1	mg/kg	0.039	0.046		
Benzo[a]pyrene	1	mg/kg	0.039	0.052		
Benzo[b]fluoranthene	1	mg/kg	0.039	0.088		
Benzo[g,h,i]perylene	1	mg/kg	0.039	0.062		
Benzo[k]fluoranthene	1	mg/kg	0.039	ND		
Chrysene	1	mg/kg	0.039	0.060		
Dibenzo[a,h]anthracene	1	mg/kg	0.039	ND		
Fluoranthene	1	mg/kg	0.039	0.047		
Fluorene	1	mg/kg	0.039	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.039	0.050		
Naphthalene	1	mg/kg	0.0098	ND		
Phenanthrene	1	mg/kg	0.039	ND		
Pyrene	1	mg/kg	0.039	0.071		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	42.09	50	58	148	84	
Phenol-d5	84.35	100	49	129	84	
Nitrobenzene-d5	36.83	50	52	129	74	
2-Fluorophenol	81.69	100	43	128	82	
2-Fluorobiphenyl	37.95	50	58	125	76	
2,4,6-Tribromophenol	78.94	100	54	145	79	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND

NOTE: Soil Results are reported to Dry Weight

Sample ID: SB-09-COMP  
 Lab#: AD04515-010  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.029	ND
Aroclor-1254	1	mg/kg	0.029	ND
Aroclor-1260	1	mg/kg	0.029	ND
Aroclor-1262	1	mg/kg	0.029	ND
Aroclor-1268	1	mg/kg	0.029	ND

Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
TCMX-Surrogate	71.85	100	37	141	72	
TCMX-Surrogate	74.58	100	37	141	75	
DCB-Surrogate	62.20	100	34	146	62	
DCB-Surrogate	66.88	100	34	146	67	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		6.9
Temperature	1	c		21.5

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND



Sample ID: SB-10-4.5-5.0'  
Lab#: AD04515-011  
Matrix: Soil

Collection Date: 5/29/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		87

Sample ID: SB-10-COMP  
 Lab#: AD04515-012  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		87

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	69	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	19.03	20	30	146	95	
Chlorobenzene	10.38	20	20	117	52	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	87.4	mg/kg	25	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	29.79	30	50	150	99	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.038	ND		
Acenaphthene	1	mg/kg	0.038	ND		
Acenaphthylene	1	mg/kg	0.038	0.078		
Anthracene	1	mg/kg	0.038	ND		
Benzo[a]anthracene	1	mg/kg	0.038	0.14		
Benzo[a]pyrene	1	mg/kg	0.038	0.19		
Benzo[b]fluoranthene	1	mg/kg	0.038	0.25		
Benzo[g,h,i]perylene	1	mg/kg	0.038	0.14		
Benzo[k]fluoranthene	1	mg/kg	0.038	0.056		
Chrysene	1	mg/kg	0.038	0.14		
Dibenzo[a,h]anthracene	1	mg/kg	0.038	0.041		
Fluoranthene	1	mg/kg	0.038	0.16		
Fluorene	1	mg/kg	0.038	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.038	0.13		
Naphthalene	1	mg/kg	0.0096	ND		
Phenanthrene	1	mg/kg	0.038	0.085		
Pyrene	1	mg/kg	0.038	0.21		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	39.23	50	58	148	78	
Phenol-d5	63.63	100	49	129	64	
Nitrobenzene-d5	32.65	50	52	129	65	
2-Fluorophenol	60.49	100	43	128	60	
2-Fluorobiphenyl	35.07	50	58	125	70	
2,4,6-Tribromophenol	78.29	100	54	145	78	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND

Sample ID: SB-10-COMP  
 Lab#: AD04515-012  
 Matrix: Soil

Collection Date: 5/29/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.029		ND
Aroclor-1254	1	mg/kg	0.029		ND
Aroclor-1260	1	mg/kg	0.029		ND
Aroclor-1262	1	mg/kg	0.029		ND
Aroclor-1268	1	mg/kg	0.029		ND

Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
TCMX-Surrogate	85.06	100	37	141	85	
TCMX-Surrogate	91.91	100	37	141	92	
DCB-Surrogate	72.86	100	34	146	73	
DCB-Surrogate	78.46	100	34	146	78	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		7.4
Temperature	1	c		21.1

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.26
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.45
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

**Hampton Clarke-Veritech Laboratories**  
 175 Route 46 West and 2 Madison Road, Fairfield, New Jersey 07004  
 Ph: 800-428-9992 | 973-244-9770 Fax: 973-244-9787 | 973-439-1458  
 Service Center: 137-D Gailher Drive, Mount Laurel, New Jersey 08054  
 PH (Service Center): 856-780-6057 Fax: 856-780-6056

**HCV**  
 HAMPTON CLARKE-VERITECH LABORATORIES  
 A Women-Owned, Disadvantaged, Small Business Enterprise

Project # (Lab Use Only) 5060106 Page 1 of 2  
**3) Reporting Requirements (Please Circle)**  
 Turnaround Report Type Electronic Deliv.  
 24 Hours (100%) Data Summary  
 48 Hours (75%) Waste  
 72 Hours (50%) Red - NJ / NY / PA  
 4 Days (35% TPH) CLP  
 1 Week (25% EPH) Full / Category B  
 10 Days (10%) Category A  
 2 Weeks Other: Excel - NY Regulatory  
 Expedited TAT Not Always Available. Please Check with Lab. Other: PDF

**Customer Information**  
 1a) Customer: Vico Engineers, Inc  
 Address: 703 Kormer St  
Brooklyn NY 11211  
 1b) Email/Cell/Fax/Ph: heijsonha@vico.com  
Amy Heijson  
 1c) Send Invoice to: Amy Heijson  
 1d) Send Report to: Amy Heijson

**Project Information**  
 2a) Project: Getritsen Beach Phase 1  
 2b) Project Mgr: Amy Heijson  
 2c) Project Location (City/State): Brooklyn, NY  
 2d) Quote/PO # (if applicable): ---

**FOR LAB USE ONLY**  
 Batch # AP0518  
 Matrix Codes: DW - Drinking Water S - Soil A - Air  
 GW - Ground Water SL - Sludge  
 WW - Waste Water OL - Oil  
 OT - Other (please specify under Item 9, Comments)

Lab Sample #	4) Customer Sample ID	5) Matrix	6) Sample		Composite (C)	Grab (G)	Sample Type	7) Analysis Request							8) # of Bottles						9) Comments	
			Date	Time				TCL VOCs	PAHs	TCL PCBs	TPHC	RCRA Parameters	TCLP RCRA Metals	None	MeOH	En Core	NaOH	HCl	H2SO4	HNO3		Other:
001	SB-02-4.5-S.0	Soil	5/29/18	09:15	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
002	SB-02-COMP	Soil			X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
003	SB-03-4.5-S.0	Soil			X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
004	SB-03-COMP				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
005	SB-04-4.5-S.0				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
006	SB-04-COMP				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
007	SB-07-4.5-S.0				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
008	SB-07-COMP				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
009	SB-09-4.5-S.0				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		
010	SB-09-COMP				X	X		X	X	X	X	X	X	X	X	X	X	X	X	X		

10) Relinquished by: F. Heijson  
 Accepted by: [Signature]  
 Date: 5/29/18 Time: 5:00  
5/31/18 17:45

**Comments, Notes, Special Requirements, HAZARDS**  
 Note: Check if low-level groundwater methods required to meet current standards in NJ or PA:  
 BN or BNA (8270C SIM)  
 VOC (8260B SIM or 8011)  
 Metals (ICP-MS 200.8 or 6020)  
 Metals-Soil (ICP-MS 6020 for Be & Ag)  
 Note: Check if applicable:  
 Project-Specific Reporting Limits  
 High Contaminant Concentrations  
 NJ LSRP Project FIBERS TOXICO B. Date: 5/29/18  
 Sampler (cont name): FIBERS TOXICO B. Date: 5/29/18  
 Please note NUMBERED items. If not completed your analytical work may be delayed.  
 A fee of \$5/sample will be assessed for storage should sample not be activated for an.

**Additional Notes**  
 Cooler Temperature 27

**H** **Clarke-VerTech Laboratories**  
 175 Ro. West and 2 Madison Road, Fairfield, New Jersey 07004  
 Ph: 800-426-9992, 973-244-8770 Fax: 973-244-9787, 973-438-1458  
 Service Center: 137-D Galtier Drive, Mount Laurel, New Jersey 08054  
 Ph (Service Center): 856-780-6057 Fax: 856-780-6056

**H.C.V.** **Clarke-VerTech LABORATORIES**  
 A Women-Owned, Disadvantaged, Small Business Enterprise  
**PROJECT RECORD**

Project # (Lab Use Only) 806016 Page 2  
**3) Reporting Requirements (Please Circle)**  
 Turnaround: 24 Hours (100%)  48 Hours (75%)  72 Hours (50%)  4 Days (35%; TPH)  1 Week (25%; EPP)  10 Days (10%)  2 Weeks  Other: Saturday  
 Expedited TAT Not Always Available. Please Check with Lab.

**Customer Information**  
 1a) Customer: lino engineers inc.  
 Address: 303 Korymber Str, Brooklyn NY 11211  
 1b) Email/Call/Fax/Ph: hudson@lino.com  
 1c) Send Invoice to: Amy Heuson  
 1d) Send Report to: Amy Heuson

**Project Information**  
 2a) Project: Gertsen Beach Phase II  
 2b) Project Mgr: Amy Heuson  
 2c) Project Location (City/State): Brooklyn, NY  
 2d) Quoter/PO # (If Applicable):

**Reporting Requirements (Please Circle)**  
 Report Type: Data Summary  
 Waste: Excel - NJ Regulatory  
 Red - NJ / NY / PA: Excel - NY Regulatory  
 CLP: Excel - PA Regulatory  
 Full / Category B: PDF  
 Category A: Other: \_\_\_\_\_

FOR LAB USE ONLY	Matrix Codes DW - Drinking Water GW - Ground Water WW - Waste Water OT - Other (please specify under item 9, Comments)	S - Soil SL - Sludge OL - Oil	A - Air	Check If Contingent ==>	Sample Type	7) Analytical Request		8) # of Bottles							9) Comments		
						Composite (C)	Grab (G)	None	MeOH	En Core	NaOH	HCl	H2SO4	HNO3		Other:	
Lab Sample #	4) Customer Sample ID	5) Matrix	6) Sample Date	Time													
<u>Oil</u>	<u>SB-10-45-50'</u>	<u>soil</u>	<u>5/29/18</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>TCL VOCs</u> <u>PAHs</u> <u>TCL PCBs</u> <u>TPHC DRO/GRO</u> <u>RCRA Parameters</u> <u>TCLP RCRA Metals</u>
<u>Oil</u>	<u>SB-10-COMP</u>	<u>soil</u>	<u>"</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

10) Relinquished by: F. Idoles Sr.  
 Accepted by: [Signature]  
 Date: 5/29/18 Time: 5:59pm  
5/31/18 [Signature]

**Comments, Notes, Special Requirements, HAZARDS**  
 Note: Check if low-level groundwater methods required to meet current standards in NJ or PA:  
 BN or BNA (8270C SIM)  
 VOC (8260B SIM or 8011)  
 Metals (ICP-MS 200.8 or 6020)  
 Metals - Soil (ICP-MS 6020 for Be & Ag)  
 Note: Check if applicable:  
 Project-Specific Reporting Limits  
 High Contaminant Concentrations  
 NJ LSRP Project [Signature]  
 11) Sampler (print name): F. Idoles Sr. Date: 5/30/18  
 Please note NUMBERED items. If not completed your analytical work may be delayed.  
 A fee of \$3/sample will be assessed for storage should sample not be activated for any analysis.

**Additional Notes**  
 Cooler Temperature [Signature]

# Hampton-Clarke Report Of Analysis

**Client:** LIRO Engineers, Inc.

**HC Project #:** 8060107

**Project:** Gerritsen Beach Phase II

**Sample ID:** SB-01-4'-4.5'

**Collection Date:** 5/30/2018

**Lab#:** AD04516-001

**Receipt Date:** 5/31/2018

**Matrix:** Soil

## % Solids SM2540G

Analyte	DF	Units	RL	Result
%Solids	1	percent		88

Sample ID: SB-01-COMP  
 Lab#: AD04516-002  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		90

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	67	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	20.50	20	30	146	102	
Chlorobenzene	12.28	20	20	117	61	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	94.3	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	30.44	30	50	150	101	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.037	ND		
Acenaphthene	1	mg/kg	0.037	ND		
Acenaphthylene	1	mg/kg	0.037	0.050		
Anthracene	1	mg/kg	0.037	0.083		
Benzo[a]anthracene	1	mg/kg	0.037	0.44		
Benzo[a]pyrene	1	mg/kg	0.037	0.41		
Benzo[b]fluoranthene	1	mg/kg	0.037	0.42		
Benzo[g,h,i]perylene	1	mg/kg	0.037	0.20		
Benzo[k]fluoranthene	1	mg/kg	0.037	0.13		
Chrysene	1	mg/kg	0.037	0.45		
Dibenzo[a,h]anthracene	1	mg/kg	0.037	0.064		
Fluoranthene	1	mg/kg	0.037	0.45		
Fluorene	1	mg/kg	0.037	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.037	0.16		
Naphthalene	1	mg/kg	0.0093	0.026		
Phenanthrene	1	mg/kg	0.037	0.23		
Pyrene	1	mg/kg	0.037	0.84		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	39.50	50	58	148	79	
Phenol-d5	69.62	100	49	129	70	
Nitrobenzene-d5	31.14	50	52	129	62	
2-Fluorophenol	63.55	100	43	128	64	
2-Fluorobiphenyl	34.81	50	58	125	70	
2,4,6-Tribromophenol	75.80	100	54	145	76	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.028	ND
Aroclor-1016	1	mg/kg	0.028	ND
Aroclor-1221	1	mg/kg	0.028	ND
Aroclor-1232	1	mg/kg	0.028	ND
Aroclor-1242	1	mg/kg	0.028	ND

**Sample ID: SB-01-COMP**  
**Lab#: AD04516-002**  
**Matrix: Soil**

**Collection Date: 5/30/2018**  
**Receipt Date: 5/31/2018**

Aroclor-1248	1	mg/kg	0.028		ND	
Aroclor-1254	1	mg/kg	0.028		ND	
Aroclor-1260	1	mg/kg	0.028		ND	
Aroclor-1262	1	mg/kg	0.028		ND	
Aroclor-1268	1	mg/kg	0.028		ND	
<b>Surrogate</b>		<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>
TCMX-Surrogate	72.46	100	37	141	72	
TCMX-Surrogate	80.11	100	37	141	80	
DCB-Surrogate	73.76	100	34	146	74	
DCB-Surrogate	87.38	100	34	146	87	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		9.1
Temperature	1	c		21.5

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND



Sample ID: SB-05-4.5'-5.0'  
Lab#: AD04516-003  
Matrix: Soil

Collection Date: 5/30/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		86

Sample ID: SB-05-COMP  
 Lab#: AD04516-004  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		86

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	70	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	21.15	20	30	146	106	
Chlorobenzene	11.37	20	20	117	57	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	96.7	mg/kg	28	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	31.95	30	50	150	106	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.039	ND		
Acenaphthene	1	mg/kg	0.039	ND		
Acenaphthylene	1	mg/kg	0.039	ND		
Anthracene	1	mg/kg	0.039	ND		
Benzo[a]anthracene	1	mg/kg	0.039	0.074		
Benzo[a]pyrene	1	mg/kg	0.039	0.066		
Benzo[b]fluoranthene	1	mg/kg	0.039	0.092		
Benzo[g,h,i]perylene	1	mg/kg	0.039	0.058		
Benzo[k]fluoranthene	1	mg/kg	0.039	0.040		
Chrysene	1	mg/kg	0.039	0.078		
Dibenzo[a,h]anthracene	1	mg/kg	0.039	ND		
Fluoranthene	1	mg/kg	0.039	0.12		
Fluorene	1	mg/kg	0.039	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.039	0.052		
Naphthalene	1	mg/kg	0.0097	0.010		
Phenanthrene	1	mg/kg	0.039	0.057		
Pyrene	1	mg/kg	0.039	0.12		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	45.57	50	58	148	91	
Phenol-d5	82.55	100	49	129	83	
Nitrobenzene-d5	38.35	50	52	129	77	
2-Fluorophenol	79.71	100	43	128	80	
2-Fluorobiphenyl	38.15	50	58	125	76	
2,4,6-Tribromophenol	84.13	100	54	145	84	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND

NOTE: Soil Results are reported to Dry Weight

Project #: 8060107  
 HAZ. - 133

Page 5 of 15

**Sample ID: SB-05-COMP**  
**Lab#: AD04516-004**  
**Matrix: Soil**

**Collection Date: 5/30/2018**  
**Receipt Date: 5/31/2018**

Aroclor-1248	1	mg/kg	0.029		ND
Aroclor-1254	1	mg/kg	0.029		ND
Aroclor-1260	1	mg/kg	0.029		ND
Aroclor-1262	1	mg/kg	0.029		ND
Aroclor-1268	1	mg/kg	0.029		ND
<b>Surrogate</b>	<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>
TCMX-Surrogate	78.93	100	37	141	79
TCMX-Surrogate	83.58	100	37	141	84
DCB-Surrogate	82.84	100	34	146	83
DCB-Surrogate	92.67	100	34	146	93

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		6.9
Temperature	1	c		21.1

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-08-4'-4.5'  
Lab#: AD04516-005  
Matrix: Soil

Collection Date: 5/30/2018  
Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		86

Sample ID: SB-08-COMP  
 Lab#: AD04516-006  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		89

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	67	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	18.15	20	30	146	91	
Chlorobenzene	8.26	20	20	117	41	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	93.6	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	29.52	30	50	150	98	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.037	ND		
Acenaphthene	1	mg/kg	0.037	ND		
Acenaphthylene	1	mg/kg	0.037	0.043		
Anthracene	1	mg/kg	0.037	ND		
Benzo[a]anthracene	1	mg/kg	0.037	0.15		
Benzo[a]pyrene	1	mg/kg	0.037	0.12		
Benzo[b]fluoranthene	1	mg/kg	0.037	0.17		
Benzo[g,h,i]perylene	1	mg/kg	0.037	0.093		
Benzo[k]fluoranthene	1	mg/kg	0.037	0.071		
Chrysene	1	mg/kg	0.037	0.15		
Dibenzo[a,h]anthracene	1	mg/kg	0.037	ND		
Fluoranthene	1	mg/kg	0.037	0.26		
Fluorene	1	mg/kg	0.037	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.037	0.068		
Naphthalene	1	mg/kg	0.0094	ND		
Phenanthrene	1	mg/kg	0.037	0.11		
Pyrene	1	mg/kg	0.037	0.27		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	40.88	50	58	148	82	
Phenol-d5	61.34	100	49	129	61	
Nitrobenzene-d5	31.35	50	52	129	63	
2-Fluorophenol	56.67	100	43	128	57	
2-Fluorobiphenyl	35.06	50	58	125	70	
2,4,6-Tribromophenol	73.73	100	54	145	74	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.028	ND
Aroclor-1016	1	mg/kg	0.028	ND
Aroclor-1221	1	mg/kg	0.028	ND
Aroclor-1232	1	mg/kg	0.028	ND
Aroclor-1242	1	mg/kg	0.028	ND

Sample ID: SB-08-COMP  
 Lab#: AD04516-006  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.028		ND	
Aroclor-1254	1	mg/kg	0.028		ND	
Aroclor-1260	1	mg/kg	0.028		ND	
Aroclor-1262	1	mg/kg	0.028		ND	
Aroclor-1268	1	mg/kg	0.028		ND	
<b>Surrogate</b>		<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>
TCMX-Surrogate	81.10	100	37	141	81	
TCMX-Surrogate	91.48	100	37	141	91	
DCB-Surrogate	85.87	100	34	146	86	
DCB-Surrogate	98.54	100	34	146	99	

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		9
Temperature	1	c		21.6

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.87
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	0.51
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Sample ID: SB-12-3.0'-3.5'  
Lab#: AD04516-007  
Matrix: Soil

Collection Date: 5/30/2018  
Receipt Date: 5/31/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
%Solids	1	percent		88

Sample ID: SB-12-COMP  
 Lab#: AD04516-008  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
%Solids	1	percent		92

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	65	150		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	21.11	20	30	146	106	
Chlorobenzene	7.47	20	20	117	37	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	96	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	30.31	30	50	150	101	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.036	ND		
Acenaphthene	1	mg/kg	0.036	ND		
Acenaphthylene	1	mg/kg	0.036	0.14		
Anthracene	1	mg/kg	0.036	ND		
Benzo[a]anthracene	1	mg/kg	0.036	0.083		
Benzo[a]pyrene	1	mg/kg	0.036	0.071		
Benzo[b]fluoranthene	1	mg/kg	0.036	0.17		
Benzo[g,h,i]perylene	1	mg/kg	0.036	0.12		
Benzo[k]fluoranthene	1	mg/kg	0.036	0.054		
Chrysene	1	mg/kg	0.036	0.12		
Dibenzo[a,h]anthracene	1	mg/kg	0.036	0.037		
Fluoranthene	1	mg/kg	0.036	0.070		
Fluorene	1	mg/kg	0.036	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.036	0.10		
Naphthalene	1	mg/kg	0.0091	ND		
Phenanthrene	1	mg/kg	0.036	ND		
Pyrene	1	mg/kg	0.036	0.14		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	41.32	50	58	148	83	
Phenol-d5	66.02	100	49	129	66	
Nitrobenzene-d5	33.87	50	52	129	68	
2-Fluorophenol	59.67	100	43	128	60	
2-Fluorobiphenyl	35.29	50	58	125	71	
2,4,6-Tribromophenol	79.76	100	54	145	80	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.027	ND
Aroclor-1016	1	mg/kg	0.027	ND
Aroclor-1221	1	mg/kg	0.027	ND
Aroclor-1232	1	mg/kg	0.027	ND
Aroclor-1242	1	mg/kg	0.027	ND



**Sample ID: SB-12-COMP**  
**Lab#: AD04516-008**  
**Matrix: Soil**

**Collection Date: 5/30/2018**  
**Receipt Date: 5/31/2018**

Aroclor-1248	1	mg/kg	0.027		ND	
Aroclor-1254	1	mg/kg	0.027		ND	
Aroclor-1260	1	mg/kg	0.027		ND	
Aroclor-1262	1	mg/kg	0.027		ND	
Aroclor-1268	1	mg/kg	0.027		ND	
<b>Surrogate</b>		<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>	<b>Recovery</b>
TCMX-Surrogate		84.97	100	37	141	85
TCMX-Surrogate		109.19	100	37	141	109
DCB-Surrogate		89.68	100	34	146	90
DCB-Surrogate		104.67	100	34	146	105

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		8.2
Temperature	1	c		21.3

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND



Sample ID: SB-13-COMP  
 Lab#: AD04516-010  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

**% Solids SM2540G**

Analyte	DF	Units	RL	Result
% Solids	1	percent		90

**Diesel Range Organics 8015D(C10-C28)**

Analyte	DF	Units	RL	Result		
Diesel Range Organics	1	mg/kg	67	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
O-Terphenyl	19.98	20	30	146	100	
Chlorobenzene	9.54	20	20	117	48	

**Gasoline range organics 8015D(C6-C10)**

Analyte	DF	Units	RL	Result		
Gasoline Range Organics	94	mg/kg	26	ND		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
1,4-Dichlorobenzene-d4	31.87	30	50	150	106	

**Ignitability (EPA 1030)**

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

**Mercury (TCLP) 7470A**

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

**PAH Compounds 8270**

Analyte	DF	Units	RL	Result		
2-Methylnaphthalene	1	mg/kg	0.037	ND		
Acenaphthene	1	mg/kg	0.037	ND		
Acenaphthylene	1	mg/kg	0.037	0.11		
Anthracene	1	mg/kg	0.037	0.043		
Benzo[a]anthracene	1	mg/kg	0.037	0.12		
Benzo[a]pyrene	1	mg/kg	0.037	0.11		
Benzo[b]fluoranthene	1	mg/kg	0.037	0.15		
Benzo[g,h,i]perylene	1	mg/kg	0.037	0.076		
Benzo[k]fluoranthene	1	mg/kg	0.037	0.042		
Chrysene	1	mg/kg	0.037	0.14		
Dibenzo[a,h]anthracene	1	mg/kg	0.037	ND		
Fluoranthene	1	mg/kg	0.037	0.14		
Fluorene	1	mg/kg	0.037	ND		
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.037	0.060		
Naphthalene	1	mg/kg	0.0093	0.015		
Phenanthrene	1	mg/kg	0.037	0.081		
Pyrene	1	mg/kg	0.037	0.21		
Surrogate	Conc.	Spike	Low Limit	High Limit	Recovery	Flags
Terphenyl-d14	44.53	50	58	148	89	
Phenol-d5	75.39	100	49	129	75	
Nitrobenzene-d5	34.18	50	52	129	68	
2-Fluorophenol	69.05	100	43	128	69	
2-Fluorobiphenyl	38.72	50	58	125	77	
2,4,6-Tribromophenol	84.86	100	54	145	85	

**Paint Filter Test 9095B**

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

**PCB 8082**

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.028	0.056
Aroclor-1016	1	mg/kg	0.028	ND
Aroclor-1221	1	mg/kg	0.028	ND
Aroclor-1232	1	mg/kg	0.028	ND
Aroclor-1242	1	mg/kg	0.028	ND

NOTE: Soil Results are reported to Dry Weight

Sample ID: SB-13-COMP  
 Lab#: AD04516-010  
 Matrix: Soil

Collection Date: 5/30/2018  
 Receipt Date: 5/31/2018

Aroclor-1248	1	mg/kg	0.028	ND
Aroclor-1254	1	mg/kg	0.028	ND
Aroclor-1260	1	mg/kg	0.028	ND
<b>Aroclor-1262</b>	<b>1</b>	<b>mg/kg</b>	<b>0.028</b>	<b>0.056</b>
Aroclor-1268	1	mg/kg	0.028	ND
<b>Surrogate</b>	<b>Conc.</b>	<b>Spike</b>	<b>Low Limit</b>	<b>High Limit</b>
TCMX-Surrogate	92.05	100	37	141
TCMX-Surrogate	103.80	100	37	141
DCB-Surrogate	96.66	100	34	146
DCB-Surrogate	108.98	100	34	146

**pH 9040C/9045D**

Analyte	DF	Units	RL	Result
pH	1	ph		8.5
Temperature	1	c		21.5

**Reactive Cyanide**

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

**Reactive Sulfide**

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

**TCLP Metals 6010**

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	ND
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
<b>Lead</b>	<b>1</b>	<b>mg/l</b>	<b>0.050</b>	<b>0.064</b>
Nickel	1	mg/l	0.10	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

**Har**  
 173 Ro.  
 West and 2 Madison Road, Fairfield New Jersey 07004  
 Ph: 800-426-9992 | 973-244-9770 Fax: 973-244-9787 | 973-438-1458  
 Service Center: 137-D Gaither Drive, Mount Laurel, New Jersey 08054  
 Ph (Service Center): 856-780-6057 Fax: 856-780-6056

**n-Clarke, Inc. (WBE/DBE/SBE)**  
 173 Ro.  
 West and 2 Madison Road, Fairfield New Jersey 07004  
 Ph: 800-426-9992 | 973-244-9770 Fax: 973-244-9787 | 973-438-1458  
 Service Center: 137-D Gaither Drive, Mount Laurel, New Jersey 08054  
 Ph (Service Center): 856-780-6057 Fax: 856-780-6056

**Project # (Lab Use Only)**  
 5060107  
**Page** 1  
**REC'D**  
**AIN OF CUSTODY RECORD**

**Customer Information**  
 1a) Customer: Wiko Engineers Inc  
 Address: 403 Lo River St.  
 1b) Email/Cell/ fax/PI: Brooklyn NY Hewson@lira.com  
 1c) Send Invoice to: Amy Hewson  
 1d) Send Report to: Amy Hewson

**Project Information**  
 2a) Project: Gerritson Beach Phase II  
 2b) Project Mgr: Amy Hewson  
 2c) Project Location (City/State): Brooklyn NY  
 2d) Quote/PO # (If Applicable): ---

**3) Reporting Requirements (Please Circle)**  
 Turnaround: 5 Day TAT  
 Report Type: Summary  
 When Available:  
 1 Business Day (100%)\*  
 2 Business Days (75%)\*  
 3 Business Days (50%)\*  
 4 Business Days (35%)\*  
 5 Business Days (25%)\*  
 8 Business Days (Stand.)  
 Other: 5 Day TAT  
 \* Expedited TAT Not Always Available. Please Check with Lab.

**FOR LAB USE ONLY**  
 Matrix Codes  
 DW - Drinking Water S - Soil A - Air  
 GW - Ground Water SL - Sludge  
 WW - Waste Water OL - Oil  
 OT - Other (please specify under Item 9, Comments)

**7) Analysis (specify methods & parameter lists)**  
 Composite (C)  
 Grab (G)  
 Sample Type  
 TCL VOCs 826B  
 PAHs 8270C  
 TCL PCBs 3550B/8082  
 RCRA Parameters  
 TCLP RCRA Metals

**8) # of Bottles**  
 None  
 MeOH  
 En Core  
 NaOH  
 HCl  
 H2SO4  
 HNO3  
 Other:  
**9) Comments**

Lab Sample #	4) Customer Sample ID	Matrix	6) Sample		Composite (C)	Grab (G)	7) Analysis (specify methods & parameter lists)	8) # of Bottles							9) Comments		
			Date	Time				None	MeOH	En Core	NaOH	HCl	H2SO4	HNO3		Other:	
001	SB-01 - 4'-4.5'	Soil	5/31/18	9:15	X	X	TCL VOCs 826B PAHs 8270C TCL PCBs 3550B/8082 RCRA Parameters TCLP RCRA Metals										
002	SB-01 - Comp.				X	X											
003	SB-05 - 4.5-5'			10:30	X	X											
004	SB-05 - Comp.				X	X											
005	SB-08 - 4-4.5'			11:45	X	X											
006	SB-08 - Comp.				X	X											
007	SB-12 - 3.5-4'			1:20	X	X											
008	SB-12 - Comp.				X	X											
009	SB-13 - 3.5-4'			2:50	X	X											
010	SB-13 - Comp.				X	X											

**10) Relinquished by:** [Signature] **Accepted by:** [Signature]  
**Date:** 5/30/18 **Time:** 5:00 PM  
**Comments, Notes, Special Requirements, HAZARDS**  
 Indicate if low-level methods required to meet current groundwater standards (SPLP for soil):  
 BN or BNA (8270D SIM)  
 VOC (8260C SIM or 8011)  
 SPLP (BN, BNA, Metals)  
 1,4 Dioxane  
 Check if applicable:  
 Project-Specific Reporting Limits  
 High Contaminant Concentrations  
 NJ LSRP Project (also check boxes above/right)  
 For NJ LSRP projects, indicate which standards need to be met:  
 NUDEP GWOS  
 NUDEP SRS  
 NUDEP SPLP  
 Other (specify):  
 Cooler Temperature

**11) Sampler (print name):** FIBBELLS **Date:** 5/30/18  
**Additional Notes**  
 Internal use: sampling plan (check box) HC [ ] or client [ ] FSP#

The results set forth herein are provided by SGS North America Inc.

*e-Hardcopy 2.0*  
*Automated Report*

**Technical Report for**

**Hampton Clarke-Veritech**

**Project # 8053125**

**SGS Job Number: JC67256**

**Sampling Date: 05/31/18**

**Report to:**

**Hampton Clarke-Veritech  
175 Route 46 West  
Fairfield, NJ 07004  
NYannacone@hcvlab.com; subresults@hcvlab.com  
ATTN: Nick Yannacone**

**Total number of pages in report: 19**



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable.

*Nancy F. Cole*  
**Nancy Cole  
Laboratory Director**

**Client Service contact: Victoria Pushkova 732-329-0200**

Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA, RI, SC, TX, UT, VA, WV, DoD ELAP (ANAB L2248)

This report shall not be reproduced, except in its entirety, without the written approval of SGS.  
Test results relate only to samples analyzed.



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### Sample Summary

Hampton Clarke-Veritech

Job No: JC67256

Project # 8053125

Sample Number	Collected Date	Time By	Received	Matrix Code	Type	Client Sample ID
JC67256-1	05/31/18	12:30	06/04/18	AQ	Ground Water	AD04506-001 TWP-14



## CASE NARRATIVE / CONFORMANCE SUMMARY

**Client:** Hampton Clarke-Veritech

**Job No** JC67256

**Site:** Project # 8053125

**Report Date** 6/6/2018 4:06:22 PM

On 06/04/2018, 1 Sample(s), 0 Trip Blank(s) and 0 Field Blank(s) were received at SGS North America Inc. at a maximum corrected temperature of 4.3 C. Samples were intact and chemically preserved, unless noted below. A SGS North America Inc. Job Number of JC67256 was assigned to the project. Laboratory sample ID, client sample ID and dates of sample collection are detailed in the report's Results Summary Section.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

Compounds qualified as out of range in the continuing calibration summary report are acceptable as per method requirements when there is a high bias but the sample result is non-detect.

### General Chemistry By Method EPA 351.2/LACHAT

**Matrix:** AQ

**Batch ID:** GP13522

- All samples were prepared within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.
- Sample(s) JC66930-3DUP, JC66930-3MS were used as the QC samples for Nitrogen, Total Kjeldahl.

SGS North America Inc. certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting the Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

SGS North America Inc. is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. Data release is authorized by SGS North America Inc indicated via signature on the report cover

Wednesday, June 06, 2018

Page 1 of 1

## Summary of Hits

**Job Number:** JC67256  
**Account:** Hampton Clarke-Veritech  
**Project:** Project # 8053125  
**Collected:** 05/31/18



Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
JC67256-1	AD04506-001 TWP-14					
Nitrogen, Total Kjeldahl		0.60	0.20		mg/l	EPA 351.2/LACHAT

Sample Results

Report of Analysis



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**Misc. Forms**

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**Custody Documents and Other Forms**

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Includes the following where applicable:

- Chain of Custody
- Sample Tracking Chronicle
- Internal Chain of Custody

# CHAIN OF CUSTODY RECORD

JC67256

Hampton-Clarke, Inc.  
175 US Hwy 46 West  
Fairfield, New Jersey, 07004  
Ph:800-426-9992 Fax:973-439-1458

<b>Report To:</b> Hampton-Clarke, Inc.: Attn:Reporting 175 Route 46 West Fairfield, New Jersey 07004	<b>Invoice To:</b> Hampton-Clarke, Inc.: Attn:Accounting 175 Route 46 West Fairfield, New Jersey 07004	<b>Project #:</b>  8053125	<b>CocID#:</b>  5853
<b>FINAL RESULTS TO: subresults@hcvlab.com</b> <b>PRELIM/VERBAL RESULTS TO: subresults@hcvlab.com</b> <b>EDD: NEW JERSEY HAZRESULT OR EQUIS EZEDD REQUIRED FOR ALL DATA SUBMITTALS!</b>			

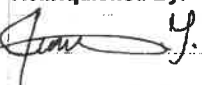

Turn Around Time: 1-week	Preliminary Due Date: 6/11/2018
Report Type: NYDOH-CatA (STAND	Hard Copy Due Date: 6/25/2018

Sample Number:	Client ID	Date	Time	Matrix: Collected: Collected: Analysis Requested
AD04506-001	TWP-14	Aqueous 5/31/2018	12:30:00 PM	TKN EPA 351.2

BS

*CA*  
*6/4*

INITIAL ASSESSMENT 3B  
LABEL VERIFICATION \_\_\_\_\_

Relinquished By:	Accepted By:	Date:	Time:	Comments, Notes, Special Requirements, HAZARDS
		6/4/18	1335	
				Cooler Temp: <u>4.3<sup>o</sup>c</u>

HC Lab Use Only: Subcontracted Lab Id and Contact: ACCUTEST SGS, Viktoriya Pushkova, (732) 329-0200, LabID: H, Fresh Ponds Corporate Village, Bldg. B, 2235 Route 130, Day

JC67256: Chain of Custody  
Page 1 of 2

5.1  
5

## SGS Sample Receipt Summary

Job Number: JC67256

Client: \_\_\_\_\_

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

Date / Time Received: 6/4/2018 1:35:00 PM

Delivery Method: \_\_\_\_\_

Airbill #s: \_\_\_\_\_

Cooler Temps (Raw Measured) °C: Cooler 1: (4.3);

Cooler Temps (Corrected) °C: Cooler 1: (4.3);

**Cooler Security**

Y or N

Y or N

- |                           |                                     |                          |                       |                                     |                          |
|---------------------------|-------------------------------------|--------------------------|-----------------------|-------------------------------------|--------------------------|
| 1. Custody Seals Present: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. COC Present:       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Custody Seals Intact:  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Smpl Dates/Time OK | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Cooler Temperature**

Y or N

- |                              |                                     |                          |
|------------------------------|-------------------------------------|--------------------------|
| 1. Temp criteria achieved:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Cooler temp verification: | IR Gun                              |                          |
| 3. Cooler media:             | Ice (Bag)                           |                          |
| 4. No. Coolers:              | 1                                   |                          |

**Quality Control Preservation**

Y or N

N/A

- |                                 |                                     |                                     |                                     |
|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Trip Blank present / cooler: | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Trip Blank listed on COC:    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Samples preserved properly:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |
| 4. VOCs headspace free:         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Sample Integrity - Documentation**

Y or N

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Sample labels present on bottles:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Container labeling complete:        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Sample container label / COC agree: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Sample Integrity - Condition**

Y or N

- |                                  |                                     |                          |
|----------------------------------|-------------------------------------|--------------------------|
| 1. Sample recvd within HT:       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. All containers accounted for: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Condition of sample:          | Intact                              |                          |

**Sample Integrity - Instructions**

Y or N

N/A

- |   |                                     |                                     |                                     |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Analysis requested is clear:           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |
| 2. Bottles received for unspecified tests | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                                     |
| 3. Sufficient volume recvd for analysis:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |
| 4. Compositing instructions clear:        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Filtering instructions clear:          | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Test Strip Lot #s:      pH 1-12: 216017      pH 12+: 208717      Other: (Specify) \_\_\_\_\_

Comments

SM089-03  
Rev. Date 12/7/17

**JC67256: Chain of Custody**  
**Page 2 of 2**

5.1  
5

### Internal Sample Tracking Chronicle

Hampton Clarke-Veritech

Job No: JC67256

Project # 8053125

5.2  
5

Sample Number	Method	Analyzed	By	Prepped	By	Test Codes
JC67256-1	Collected: 31-MAY-18 12:30	By: AD04506-001 TWP-14		Received: 04-JUN-18	By: AS	
JC67256-1	EPA 351.2/LACHAT	06-JUN-18 10:08	BM	05-JUN-18	MP	TKN



# SGS Internal Chain of Custody

**Job Number:** JC67256  
**Account:** HCVNJF Hampton Clarke-Veritech  
**Project:** Project # 8053125  
**Received:** 06/04/18

Sample.Bottle Number	Transfer FROM	Transfer TO	Date/Time	Reason
JC67256-1.1	Secured Storage	Dave Hunkele	06/05/18 08:03	Retrieve from Storage
JC67256-1.1	Dave Hunkele	Secured Staging Area	06/05/18 08:04	Return to Storage
JC67256-1.1	Secured Staging Area	Mahendra Patel	06/05/18 08:32	Retrieve from Storage
JC67256-1.1	Mahendra Patel	Secured Storage	06/05/18 19:43	Return to Storage

5.3  
5

## General Chemistry

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## QC Data Summaries

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Includes the following where applicable:

- Method Blank and Blank Spike Summaries
- Duplicate Summaries
- Matrix Spike Summaries
- Instrument Runlogs/QC

METHOD BLANK AND SPIKE RESULTS SUMMARY  
GENERAL CHEMISTRY

Login Number: JC67256  
Account: HCVNJF - Hampton Clarke-Veritech  
Project: Project # 8053125

Analyte	Batch ID	RL	MB Result	Units	Spike Amount	BSP Result	BSP %Recov	QC Limits
Nitrogen, Total Kjeldahl	GP13522/GN80974	0.20	0.0	mg/l	3	2.84	94.7	90-110%

Associated Samples:  
Batch GP13522: JC67256-1  
(\* ) Outside of QC limits

6.1  
6

DUPLICATE RESULTS SUMMARY  
GENERAL CHEMISTRY

Login Number: JC67256  
Account: HCVNJF - Hampton Clarke-Veritech  
Project: Project # 8053125

Analyte	Batch ID	QC Sample	Units	Original Result	DUP Result	RPD	QC Limits
Nitrogen, Total Kjeldahl	GP13522/GN80974	JC66930-3	mg/l	0.19	0.18	5.4	0-43%

Associated Samples:  
Batch GP13522: JC67256-1  
(\* ) Outside of QC limits

6.2  
6

MATRIX SPIKE RESULTS SUMMARY  
GENERAL CHEMISTRY

Login Number: JC67256  
Account: HCVNJF - Hampton Clarke-Veritech  
Project: Project # 8053125

Analyte	Batch ID	QC Sample	Units	Original Result	Spike Amount	MS Result	%Rec	QC Limits
Nitrogen, Total Kjeldahl	GP13522/GN80974	JC66930-3	mg/l	0.19	3	2.9	90.3	90-110%

Associated Samples:  
Batch GP13522: JC67256-1  
(\* ) Outside of QC limits  
(N) Matrix Spike Rec. outside of QC limits

6.3  
6

SGS Instrument Runlog  
Inorganics Analyses

Login Number: JC67256  
Account: HCVNJF - Hampton Clarke-Veritech  
Project: Project # 8053125

File ID: D060618W1.TKN Date Analyzed: 06/06/18 Methods: EPA 351.2 M/LACHAT, EPA 351.2/LACHAT  
Analyst: BM Run ID: GN80974  
Parameters: Nitrogen, Total Kjeldahl

Time	Sample Description	Dilution Factor	PS Recov	Comments
09:36	GN80974-STD1	1		STDA
09:37	GN80974-STD2	1		STDB
09:38	GN80974-STD3	1		STDC
09:38	GN80974-STD4	1		STDD
09:39	GN80974-STD5	1		STDE
09:40	GN80974-STD6	1		STDF
09:41	GN80974-STD7	1		STDG
09:42	GN80974-STD8	1		STDH
09:43	GN80974-ICV1	1		
09:43	GN80974-ICB1	1		
09:44	GN80974-CCV1	1		
09:45	GN80974-CCB1	1		
09:46	GP13305-MB2	1		
09:47	GP13305-B2	1		
09:48	ZZZZZZ	1		
09:48	GP13522-MB1	1		
09:49	GP13522-B1	1		
09:50	GP13522-S1	1		
09:51	GP13522-D1	1		
09:52	JC66930-3	1		(sample used for QC only; not part of login JC67256)
09:52	ZZZZZZ	1		
09:53	ZZZZZZ	1		
09:54	GN80974-CCV2	1		
09:55	GN80974-CCB2	1		
09:56	ZZZZZZ	1		
09:57	ZZZZZZ	1		
09:58	ZZZZZZ	1		
09:58	ZZZZZZ	1		
09:59	ZZZZZZ	1		
10:00	ZZZZZZ	1		
10:01	ZZZZZZ	1		
10:02	ZZZZZZ	1		
10:03	ZZZZZZ	1		

6.4  
6

SGS Instrument Runlog  
Inorganics Analyses

Login Number: JC67256  
Account: HCVNJF - Hampton Clarke-Veritech  
Project: Project # 8053125

File ID: D060618W1.TKN Date Analyzed: 06/06/18 Methods: EPA 351.2 M/LACHAT, EPA 351.2/LACHAT  
Analyst: BM Run ID: GN80974  
Parameters: Nitrogen, Total Kjeldahl

Time	Sample Description	Dilution Factor	PS Recov	Comments
10:03	ZZZZZZ	1		
10:04	GN80974-CCV3	1		
10:05	GN80974-CCB3	1		
10:06	ZZZZZZ	1		
10:07	ZZZZZZ	1		
10:08	JC67256-1	1		
10:08	GP13524-MB1	1		
10:09	GP13524-B1	1		
10:10	GP13524-S1	1		
10:11	GP13524-D1	1		
10:12	ZZZZZZ	1		
10:13	ZZZZZZ	1		
10:14	ZZZZZZ	3		
10:14	GN80974-CCV4	1		
10:15	GN80974-CCB4	1		
10:16	ZZZZZZ	2		
10:19	JC66859-1	1		(sample used for QC only; not part of login JC67256)
10:20	GP13524-S1	1		
10:23	GP13524-S1	40		
10:24	GP13524-S1	80		
10:26	GN80974-CCV5	1		
10:27	GN80974-CCB5	1		
10:44	GN80974-CCV6	1		
10:45	GN80974-CCB6	1		
10:46	GP13524-D1	40		
10:47	GP13524-D1	80		
10:47	ZZZZZZ	40		
10:48	ZZZZZZ	80		
10:49	JC66859-1	40		(sample used for QC only; not part of login JC67256)
10:50	JC66859-1	80		(sample used for QC only; not part of login JC67256)
10:53	GN80974-CCV7	1		
10:54	GN80974-CCB7	1		

Refer to raw data for calibration curve and standards.

Instrument QC Summary  
Inorganics Analyses

Login Number: JC67256  
Account: HCVNJF - Hampton Clarke-Veritech  
Project: Project # 8053125

File ID: D060618W1.TKN

Date Analyzed: 06/06/18  
Run ID: GN80974

Methods: EPA 351.2 M/LACHAT, EPA 351.2/LACHAT  
Units: mg/l

Sample Number	Parameter	Result	RL	IDL/MDL	True Value	% Recov.	QC Limits
GN80974-ICV1	Nitrogen, Total Kjeldahl	2.73	0.20	0.12	3	91.0	90-110
GN80974-ICB1	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV1	Nitrogen, Total Kjeldahl	2.73	0.20	0.12	3	91.0	90-110
GN80974-CCB1	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV2	Nitrogen, Total Kjeldahl	2.82	0.20	0.12	3	94.0	90-110
GN80974-CCB2	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV3	Nitrogen, Total Kjeldahl	2.79	0.20	0.12	3	93.0	90-110
GN80974-CCB3	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV4	Nitrogen, Total Kjeldahl	2.79	0.20	0.12	3	93.0	90-110
GN80974-CCB4	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV5	Nitrogen, Total Kjeldahl	2.76	0.20	0.12	3	92.0	90-110
GN80974-CCB5	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV6	Nitrogen, Total Kjeldahl	2.95	0.20	0.12	3	98.3	90-110
GN80974-CCB6	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			
GN80974-CCV7	Nitrogen, Total Kjeldahl	2.79	0.20	0.12	3	93.0	90-110
GN80974-CCB7	Nitrogen, Total Kjeldahl	0.12 U	0.20	0.12			

(!) Outside of QC limits

6.4  
6





SUMMARY OF ANALYTICAL RESULTS: 460-157654-1

Job Description: 8060106  
 For:  
 Hampton-Clarke Veritech  
 175 Rt. 46 West  
 Fairfield, New Jersey 07004

Client ID	AD04515-001	AD04515-003	AD04515-005	AD04515-007	AD04515-009	AD04515-011
Lab Sample ID	460-157654-1	460-157654-2	460-157654-3	460-157654-4	460-157654-5	460-157654-6
Sampling Date	05/29/2018 09:15:00	05/29/2018 10:10:00	05/29/2018 11:00:00	05/29/2018 02:45:00	05/29/2018 01:30:00	05/29/2018 11:50:00
Matrix	Soil	Soil	Soil	Soil	Soil	Soil
Dilution Factor	1	1	1	1	1	1
Unit	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
SOIL BY 8260C						
1,1,1-Trichloroethane	0.00025 U	0.00030 U	0.00025 U	0.00029 U	0.00024 U	0.00026 U
1,1,2,2-Tetrachloroethane	0.00023 U	0.00027 U	0.00023 U	0.00027 U	0.00022 U	0.00024 U
1,1,2-Trichloro-1,2,2-trifluoroethane	0.00032 U	0.00039 U	0.00032 U	0.00037 U	0.00032 U	0.00034 U
1,1,2-Trichloroethane	0.00019 U	0.00023 U	0.00019 U	0.00022 U	0.00019 U	0.00020 U
1,1-Dichloroethane	0.00022 U	0.00026 U	0.00022 U	0.00026 U	0.00022 U	0.00023 U
1,1-Dichloroethene	0.00024 U	0.00029 U	0.00024 U	0.00028 U	0.00024 U	0.00025 U
1,2,3-Trichlorobenzene	0.00019 U	0.00023 U	0.00019 U	0.00023 U	0.00019 U	0.00020 U
1,2,4-Trichlorobenzene	0.00087 U	0.00012 U	0.00099 U	0.00011 U	0.00097 U	0.00010 U
1,2-Dibromo-3-Chloropropane	0.00049 U	0.00059 U	0.00050 U	0.00057 U	0.00048 U	0.00052 U
1,2-Dibromobenzene	0.00019 U	0.00023 U	0.00019 U	0.00022 U	0.00019 U	0.00020 U
1,2-Dichlorobenzene	0.00015 U	0.00018 U	0.00015 U	0.00018 U	0.00015 U	0.00016 U
1,2-Dichloroethane	0.00031 U	0.00038 U	0.00032 U	0.00037 U	0.00031 U	0.00033 U
1,2-Dichloropropane	0.00045 U	0.00054 U	0.00046 U	0.00053 U	0.00044 U	0.00047 U
1,3-Dichlorobenzene	0.00017 U	0.00020 U	0.00017 U	0.00020 U	0.00017 U	0.00018 U
1,4-Dichlorobenzene	0.00011 U	0.00013 U	0.00011 U	0.00012 U	0.00011 U	0.00011 U
1,4-Dioxane (MEK)	0.0097 U	0.012 U	0.0099 U	0.011 U	0.0096 U	0.010 U
2-Butanone (MEK)	0.0012 U	0.0014 U	0.0012 U	0.0014 U	0.0012 U	0.0012 U
2-Hexanone	0.00082 U	0.0010 U	0.00084 U	0.00097 U	0.00082 U	0.00088 U
4-Methyl-2-pentanone (MIBK)	0.00070 U	0.00085 U	0.00071 U	0.00083 U	0.00070 U	0.00075 U
Acetone	0.0043 J.B	0.0049 U	0.0041 U	0.0047 U	0.0040 U	0.0043 U
Benzene	0.00027 U	0.00033 U	0.00028 U	0.00032 U	0.00027 U	0.00029 U
Bromochloromethane	0.00030 U	0.00036 U	0.00030 U	0.00035 U	0.00030 U	0.00032 U
Bromodichloromethane	0.00027 U	0.00033 U	0.00028 U	0.00032 U	0.00027 U	0.00029 U
Bromoform	0.00045 U	0.00055 U	0.00046 U	0.00053 U	0.00045 U	0.00048 U
Bromomethane	0.00050 U	0.00061 U	0.00051 U	0.00059 U	0.00050 U	0.00053 U
Carbon disulfide	0.00028 U	0.00034 U	0.00029 U	0.00033 U	0.00028 U	0.00030 U
Carbon tetrachloride	0.00019 U	0.00023 U	0.00019 U	0.00023 U	0.00019 U	0.00020 U
Chlorobenzene	0.00019 U	0.00023 U	0.00019 U	0.00022 U	0.00019 U	0.00020 U
Chloroethane	0.00055 U	0.00067 U	0.00056 U	0.00065 U	0.00055 U	0.00059 U
Chloroform	0.00034 U	0.00041 U	0.00034 U	0.00040 U	0.00034 U	0.00036 U
Chloromethane	0.00046 U	0.00056 U	0.00047 U	0.00054 U	0.00046 U	0.00049 U
cis-1,2-Dichloroethene	0.00016 U	0.00020 U	0.00016 U	0.00019 U	0.00016 U	0.00017 U
cis-1,3-Dichloropropene	0.00029 U	0.00035 U	0.00029 U	0.00034 U	0.00029 U	0.00031 U
Cyclohexane	0.00023 U	0.00028 U	0.00024 U	0.00028 U	0.00023 U	0.00025 U
Dibromochloromethane	0.00020 U	0.00025 U	0.00021 U	0.00024 U	0.00020 U	0.00022 U
Dichlorodifluoromethane	0.00036 U	0.00043 U	0.00036 U	0.00042 U	0.00036 U	0.00038 U
Ethylbenzene	0.00021 U	0.00026 U	0.00021 U	0.00025 U	0.00021 U	0.00022 U
Isopropylbenzene	0.00013 U	0.00016 U	0.00014 U	0.00016 U	0.00013 U	0.00014 U
Methyl acetate	0.0045 U	0.0055 U	0.0046 U	0.0054 U	0.0045 U	0.0048 U
Methyl tert-butyl ether	0.00013 U	0.00016 U	0.00013 U	0.00016 U	0.00013 U	0.00014 U

Job Description: 8060106

For:

Hampton-Clarke Veritech

Client ID	0.00017	U	0.00017	U	0.00021	U	0.00021	U	0.00017	U	0.00017	U	0.00020	U	0.00020	U	0.00017	U	0.00017	U	0.00017	U	0.00018	U	0.00018
Lab Sample ID	460-157654-1																								
Sampling Date	05/29/2018 09:15:00																								
Matrix	Soil																								
Dilution Factor	1																								
Unit	mg/kg																								
VOA-8260C-SOIL	MDL																								
Methylene Chloride	0.00037	J	0.00017	J	0.00021	J	0.00021	J	0.00018	J	0.00018	J	0.00020	J	0.00020	J	0.00017	J	0.00017	J	0.00017	J	0.00033	J	0.00018
m-Xylene & p-Xylene	0.00010	U	0.00010	U	0.00012	U	0.00012	U	0.00019	U	0.00019	U	0.00022	U	0.00022	U	0.00018	U	0.00018	U	0.00018	U	0.00020	U	0.00020
o-Xylene	0.00013	U	0.00013	U	0.00016	U	0.00016	U	0.00010	U	0.00010	U	0.00012	U	0.00012	U	0.00010	U	0.00010	U	0.00010	U	0.00011	U	0.00011
Styrene	0.00035	U	0.00035	U	0.00042	U	0.00042	U	0.00013	U	0.00013	U	0.00015	U	0.00015	U	0.00013	U	0.00013	U	0.00013	U	0.00014	U	0.00014
TBA	0.00015	U	0.00015	U	0.00018	U	0.00018	U	0.00036	U	0.00036	U	0.0041	U	0.0041	U	0.0035	U	0.0035	U	0.0035	U	0.0037	U	0.0037
Tetrachloroethane	0.00066	U	0.00066	U	0.00080	U	0.00080	U	0.00015	U	0.00015	U	0.00018	U	0.00018	U	0.00015	U	0.00015	U	0.00015	U	0.00016	U	0.00016
Toluene	0.00026	U	0.00026	U	0.00032	U	0.00032	U	0.00067	U	0.00067	U	0.00078	U	0.00078	U	0.00066	U	0.00066	U	0.00066	U	0.00070	U	0.00070
trans-1,2-Dichloroethene	0.00028	U	0.00028	U	0.00034	U	0.00034	U	0.00026	U	0.00026	U	0.00031	U	0.00031	U	0.00026	U	0.00026	U	0.00026	U	0.00028	U	0.00028
trans-1,3-Dichloropropene	0.00015	U	0.00015	U	0.00018	U	0.00018	U	0.00029	U	0.00029	U	0.00033	U	0.00033	U	0.00028	U	0.00028	U	0.00028	U	0.00030	U	0.00030
Trichloroethene	0.00043	U	0.00043	U	0.00052	U	0.00052	U	0.00015	U	0.00015	U	0.00018	U	0.00018	U	0.00015	U	0.00015	U	0.00015	U	0.00016	U	0.00016
Trichlorofluoromethane	0.00056	U	0.00056	U	0.00070	U	0.00070	U	0.00044	U	0.00044	U	0.00051	U	0.00051	U	0.00043	U	0.00043	U	0.00043	U	0.00046	U	0.00046
Vinyl chloride	0.00027	U	0.00027	U	0.00032	U	0.00032	U	0.00059	U	0.00059	U	0.00068	U	0.00068	U	0.00057	U	0.00057	U	0.00057	U	0.00061	U	0.00061
Xylenes, Total	0.00027	U	0.00027	U	0.00032	U	0.00032	U	0.00027	U	0.00027	U	0.00032	U	0.00032	U	0.00027	U	0.00027	U	0.00027	U	0.00028	U	0.00028
Total Conc	0.00467				0.0012				0.0059				0.0111				0.0068				0.0033				

B : Compound was found in the blank and sample.  
 J : Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.  
 U : Indicates the analyte was analyzed for but not detected.

Lab Contact:  
 Marie Meidhof  
 Senior Project Manager  
 (732)549-3800

Job Description: 8060107

For:

Hampton-Clarke Veritech

175 Rt 46 West

Fairfield, New Jersey 07004



SUMMARY OF ANALYTICAL RESULTS: 460-157651-1

Job Description: 8060107  
 For:  
 Hampton-Clarke Veritech  
 175 Rt 46 West  
 Fairfield, New Jersey 07004

Client ID	AD04516-001	AD04516-003	AD04516-005	AD04516-007	AD04516-009
Lab Sample ID	460-157651-1	460-157651-2	460-157651-3	460-157651-4	460-157651-5
Sampling Date	05/30/2018 09:15:00	05/30/2018 10:30:00	05/30/2018 11:45:00	05/30/2018 13:20:00	05/30/2018 14:50:00
Matrix	Soil	Soil	Soil	Soil	Soil
Dilution Factor	1	1	1	1	1
Unit	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Result	Q	Q	Q	Q	Q
MDL	MDL	MDL	MDL	MDL	MDL
<b>VOA-8260C-SOIL</b>					
<b>SOIL BY 8260C</b>					
1,1,1-Trichloroethane	0.00025 U	0.00024 U	0.00025 U	0.00025 U	0.00025 U
1,1,1,2,2-Tetrachloroethane	0.00023 U	0.00022 U	0.00023 U	0.00023 U	0.00023 U
1,1,2-Trichloro-1,2,2-trifluoroethane	0.00033 U	0.00031 U	0.00032 U	0.00032 U	0.00033 U
1,1,2-Trichloroethane	0.00019 U	0.00018 U	0.00019 U	0.00019 U	0.00019 U
1,1-Dichloroethane	0.00023 U	0.00021 U	0.00022 U	0.00022 U	0.00022 U
1,1-Dichlorobenzene	0.00025 U	0.00023 U	0.00024 U	0.00024 U	0.00024 U
1,2,3-Trichlorobenzene	0.00020 U	0.00019 U	0.00020 U	0.00020 U	0.00020 U
1,2,4-Trichlorobenzene	0.00010 U	0.00009 U	0.00009 U	0.00009 U	0.00009 U
1,2-Dibromo-3-Chloropropane	0.00050 U	0.00047 U	0.00050 U	0.00049 U	0.00050 U
1,2-Dibromoethane	0.00020 U	0.00019 U	0.00019 U	0.00019 U	0.00019 U
1,2-Dichlorobenzene	0.00016 U	0.00015 U	0.00016 U	0.00015 U	0.00016 U
1,2-Dichloroethane	0.00032 U	0.00031 U	0.00032 U	0.00031 U	0.00032 U
1,2-Dichloropropane	0.00046 U	0.00044 U	0.00046 U	0.00045 U	0.00046 U
1,3-Dichlorobenzene	0.00017 U	0.00016 U	0.00017 U	0.00017 U	0.00017 U
1,4-Dichlorobenzene	0.00011 U	0.00010 U	0.00011 U	0.00011 U	0.00011 U
1,4-Dioxane	0.010 U	0.0095 U	0.0099 U	0.0097 U	0.0099 U
2-Butanone (MEK)	0.0012 U	0.0011 U	0.0012 U	0.0012 U	0.0012 U
2-Hexanone	0.00085 U	0.00080 U	0.00084 U	0.00083 U	0.00084 U
4-Methyl-2-pentanone (MIBK)	0.00073 U	0.00069 U	0.00072 U	0.00070 U	0.00072 U
Acetone	0.0074 B	0.0074 B	0.0041 U	0.0040 U	0.0041 U
Benzene	0.00028 U	0.00027 U	0.00028 U	0.00027 U	0.00028 U
Bromochloromethane	0.00031 U	0.00029 U	0.00030 U	0.00030 U	0.00030 U
Bromodichloromethane	0.00028 U	0.00027 U	0.00028 U	0.00027 U	0.00028 U
Bromoforn	0.00046 U	0.00044 U	0.00046 U	0.00045 U	0.00046 U
Bromomethane	0.00052 U	0.00049 U	0.00051 U	0.00050 U	0.00051 U
Carbon disulfide	0.00029 U	0.00029 U	0.00029 U	0.00028 U	0.00029 U
Carbon tetrachloride	0.00020 U	0.00019 U	0.00020 U	0.00019 U	0.00020 U
Chlorobenzene	0.00019 U	0.00018 U	0.00019 U	0.00019 U	0.00019 U
Chloroethane	0.00057 U	0.00054 U	0.00056 U	0.00055 U	0.00056 U
Chloroform	0.00035 U	0.00033 U	0.00034 U	0.00034 U	0.00034 U
Chloromethane	0.00048 U	0.00045 U	0.00047 U	0.00046 U	0.00047 U
cis-1,2-Dichloroethene	0.00017 U	0.00016 U	0.00016 U	0.00016 U	0.00016 U
cis-1,3-Dichloropropene	0.00030 U	0.00028 U	0.00029 U	0.00029 U	0.00030 U
Cyclohexane	0.00024 U	0.00023 U	0.00024 U	0.00023 U	0.00024 U

Client ID	AD04516-003		AD04516-005		AD04516-007		AD04516-008	
	Lab Sample ID	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Sampling Date	460-157651-1	460-157651-1	460-157651-3	460-157651-4	460-157651-5	460-157651-6	460-157651-7	460-157651-8
Matrix	05/30/2018 09:15:00	05/30/2018 10:30:00	05/30/2018 11:45:00	05/30/2018 13:20:00	05/30/2018 14:50:00	05/30/2018 16:20:00	05/30/2018 17:50:00	05/30/2018 19:20:00
Dilution Factor	1	1	1	1	1	1	1	1
Unit	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
VOA-8260C-SOIL	Result	Q	MDL	Result	Q	MDL	Result	Q
SOIL BY 8260C	0.00021	U	0.00020	0.00021	U	0.00021	0.00021	U
Dibromochloromethane	0.00037	U	0.00035	0.00036	U	0.00036	0.00037	U
Dichlorodifluoromethane	0.00022	U	0.00021	0.00021	U	0.00021	0.00022	U
Ethylbenzene	0.00014	U	0.00013	0.00014	U	0.00013	0.00014	U
Isopropylbenzene	0.0047	U	0.0044	0.0046	U	0.0046	0.0047	U
Methyl acetate	0.00014	U	0.00013	0.00013	U	0.00013	0.00014	U
Methyl tert-butyl ether	0.00017	U	0.00017	0.00017	U	0.00017	0.00017	U
Methylcyclohexane	0.0029	U	0.0017	0.0017	U	0.0017	0.0017	U
Methylene Chloride	0.0019	U	0.0017	0.0018	J	0.0017	0.0018	J
m-Xylene & p-Xylene	0.00010	U	0.000098	0.00010	U	0.00010	0.00010	U
o-Xylene	0.00013	U	0.00013	0.00013	U	0.00013	0.00013	U
Styrene	0.0036	U	0.0034	0.0036	U	0.0036	0.0036	U
Tetrachloroethene	0.00016	U	0.00015	0.00015	U	0.00015	0.00015	U
Toluene	0.0068	U	0.0064	0.0067	U	0.0067	0.0068	U
trans-1,2-Dichloroethene	0.0027	U	0.0025	0.0027	U	0.0026	0.0027	U
trans-1,3-Dichloropropene	0.0029	U	0.0027	0.0029	U	0.0028	0.0029	U
Trichloroethene	0.0016	U	0.0015	0.0016	U	0.0015	0.0016	U
Trichlorofluoromethane	0.0044	U	0.0042	0.0044	U	0.0044	0.0044	U
Vinyl chloride	0.0060	U	0.0056	0.0059	U	0.0058	0.0059	U
Xylenes, Total	0.0028	U	0.0026	0.0027	U	0.0027	0.0027	U
Total Conc	0.0103		0.0721	0.0079		0.0079	0.0088	

B : Compound was found in the blank and sample.  
 J : Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.  
 U : Indicates the analyte was analyzed for but not detected.

Lab Contact:  
 Marie Meidhof  
 Senior Project Manager  
 (732)549-3500

(NO TEXT ON THIS PAGE)

**UI - PAGES**

**UTILITY INTERFERENCES SECTION**

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**NOTICE**

THE PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

## UTILITY INTERFERENCES (UI) SECTION

DATED: September 17, 2018

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
  - A. "UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages UI-3 through UI-11).
  - B. Schedule U-1 (Page UI-13).
  - C. Schedule U-2 Con Edison (Pages UI-14 through UI-15), Verizon (Pages UI-16 through UI-18).
  - D. Schedule U-3 Page UI-19 (as per the Private Utilities reference document for UI SECTION called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), in this Section UI-Pages.
  - E. Utility drawings (9 Sheets) consisting of:
    - \* Con Edison – Conduit and Duct Occupancy Plates CECD01-CECD07
    - \* Verizon – Conduit Utility Plates VERCP1- VERCP2

All Nine(9) drawings are attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:
  - A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. UI Section informs the Contractor that the City has entered into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.



**Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities**

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

**1. *Pre-engineering:***

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

**2. *Means and methods for City work:***

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking

them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

**3. *Field inspection prior to construction:***

Prior to the start of any contract work in areas serviced by overhead electric lines , and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

**4. *Compensation for interference work:***

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.

**5. Interference Agreement:**

a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.

b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

**6. City contract work to continue without Interference Agreement:**

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.

b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.

c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.

d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.

e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

**7. Extra utility work with Interference Agreement:**

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

- a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
- b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.
- d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

**8. Means and Methods for utility work:**

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its

proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

**9. *Disputed utility work covered by an interference agreement:***

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

**10. *Arbitration of utility work:***

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.

c) The arbitration shall be conducted and concluded in two days.

d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.

f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.

h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.

j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.

k) Any award for work that has already been performed shall be paid on the 7<sup>th</sup> day after receipt of the arbitrator's decision, or on the 30<sup>th</sup> day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either

party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

**11. Order-out waiver:**

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

**12. Cost of insurance:**

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

**13. Cost of utility interference work:**

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are



third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

**14. Default declaration:**

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

**15. NYS Labor Law:**

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

**16. Facility operators:**

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)  
Deputy Commissioner, Infrastructure Division  
Department of Design and Construction  
30-30 Thomson Avenue  
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities  
Project No: \_\_\_\_\_

Dear (Name):

This letter is to certify that \_\_\_\_\_, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

\_\_\_\_\_  
By: Authorized Company Representative

\_\_\_\_\_  
Title

NOTARY PUBLIC

CERTIFIED AS TO FORM  
AND LEGAL AUTHORITY:

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

SCHEDULE U-1

LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	O'NEIL WRIGHT	212-460-3870
VERIZON	AUBREY MAKHANLALL	718-977-8165

**SCHEDULE U-2**

**UTILITY INTERFERENCE**  
**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR CONSOLIDATED EDISON**  
**HWK2013GB**  
**RECONSTRUCTION OF GERRITSEN BEACH AREA**

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES	LS	1
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)	CRHRS	1
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	1
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	1

**CON EDISON SCOPE OF WORK  
SUPPORT AND PROTECTION  
HWK2013GB  
RECONSTRUCTION OF GERRITSEN BEACH AREA**

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<b>CET 350</b>	<p><b>OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES</b></p> <p><i>At the following locations:</i></p> <p>Various Locations</p> <p>AS SHOWN ON CONTRACT DOCUMENTS</p> <p><b>Total Quantity for CET 350 = 1</b></p>	<b>LS</b>
<b>CET 450.1</b>	<p><b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)</b></p> <p><i>At the following locations:</i></p> <p>Various Locations</p> <p>AS SHOWN ON CONTRACT DOCUMENTS</p> <p><b>Total Quantity for CET 450.1 = 1</b></p>	<b>CRHRS</b>
<b>CET 450.2</b>	<p><b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)</b></p> <p><i>At the following locations:</i></p> <p>Various Locations</p> <p>AS SHOWN ON CONTRACT DOCUMENTS</p> <p><b>Total Quantity for CET 450.2 = 1</b></p>	<b>CRHRS</b>
<b>CET 450.3</b>	<p><b>CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)</b></p> <p><i>At the following locations:</i></p> <p>Various Locations</p> <p>AS SHOWN ON CONTRACT DOCUMENTS</p> <p><b>Total Quantity for CET 450.3 = 1</b></p>	<b>CRHRS</b>

**UTILITY INTERFERENCES (UI) SECTION WORKSHEET****HWK2013GB/SEK20069 - RECONSTRUCTION OF****GERRITSEN BEACH AREA****FOR INFORMATION ONLY****ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE****FOR VERIZON****BOROUGH OF BROOKLYN**

<b>CET ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	1
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	4
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	10
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.	20
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.	1
CET 351	INSTALL AND REMOVE "A" FRAMES ON UTILITY POLES	EA.	3
CET 400	TEST PITS	C.Y.	10
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	100
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	25
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.	100
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.	20

VERIZON CET SCOPE OF WORK  
SUPPORT & PROTECTION  
HWK2013GB/SEK20069 - RECONSTRUCTION OF  
GERRITSEN BEACH AREA  
BOROUGH OF BROOKLYN

CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	S/S OF BARTLETT PLACE, W/O GERRITSEN AVENUE	1
	Total quantity for            CET 101.1            =            1	
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	N/S OF CYRUS AVENUE, E/O ABBEY COURT	2
	N/S OF CYRUS AVENUE, W/O NOEL AVENUE	2
	Total quantity for            CET 108.1            =            4	
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	10
	Total quantity for            CET 300            =            10	
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.
	At the following locations:	
	S/S OF BARTLETT PLACE, W/O GERRITSEN AVENUE	20
	Total quantity for            CET 330T            =            20	
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	1
	Total quantity for            CET 350            =            1	
CET 351	INSTALL AND REMOVE "A" FRAMES ON UTILITY POLES	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	3
	Total quantity for            CET 351            =            3	
CET 400	TEST PITS	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	10
	Total quantity for            CET 400            =            10	

**VERIZON CET SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HWK2013GB/SEK20069 - RECONSTRUCTION OF**  
**GERRITSEN BEACH AREA**  
**BOROUGH OF BROOKLYN**

<b>CET 403</b>	<b>PLACING STEEL PROTECTION PLATES FOR UTILITIES</b>	<b>S.F.</b>
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	100
	Total quantity for                      CET 403                      =                      100	
<b>CET 500</b>	<b>REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)</b>	<b>L.F.</b>
	At the following locations:	
	S/S OF BARTLETT PLACE, W/O GERRITSEN AVENUE	20
	N/S OF CYRUS AVENUE, E/O ABBEY COURT	5
	Total quantity for                      CET 500                      =                      25	
<b>CET 802A</b>	<b>SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK</b>	<b>S.F.</b>
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	100
	Total quantity for                      CET 802A                      =                      100	
<b>CET 802B</b>	<b>SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK</b>	<b>L.F.</b>
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY VERIZON FIELD REPRESENTATIVE	20
	Total quantity for                      CET 802B                      =                      20	



## **SCHEDULE U-3**

(NO TEXT IN THIS SECTION)

**UI-PAGES**

**SECTION UI**

**END OF SECTION UI PAGES**

**THIS SECTION UI CONSIST OF TWENTY-TWO (22) PAGES AND NINE (9)  
SHEETS OF UTILITY DRAWINGS.**

(NO TEXT ON THIS PAGE)



Department of  
Design and  
Construction

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

PROJECT ID: HWK2013GB (SAND13GB)

RECONSTRUCTION OF GERRITSEN BEACH AREA

INCLUDING UNDER SEK20069  
REPLACEMENT OF STORM SEWER, SANITARY SEWER AND WATER  
MAIN IN GERRITSEN BEACH AREA

Together with Traffic Signal, Street Lighting  
And All Work Incidental Thereto

BOROUGH OF BROOKLYN  
CITY OF NEW YORK

---

*Contractor.*

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

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