



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

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

**LAW**

**VOLUME 1 OF 3**

**BID BOOKLET**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

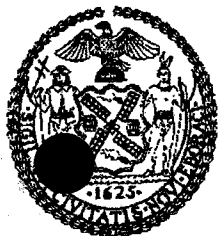
**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

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

**FEBRUARY 23, 2012**

NYS DOT PIN X759.14  
Fed. Aid Project No. \_\_\_\_\_

Bid Opening 11:00 A.M. on  
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



**12-083**





**CITY OF NEW YORK**

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

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## **SPECIAL NOTICE TO BIDDERS**

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

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

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

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

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

BID BOOKLET

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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 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. Bidder's Certification of Compliance with Iran Divestment Act
9. Special Experience Requirements (if applicable)
10. Apprenticeship Program Questionnaire (if applicable)

**FAILURE TO SUBMIT ITEMS (4) THROUGH (10)  
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 additional information is required, please contact the Department of Design and Construction at 718-391- 2601.
- (3) **VENDEX QUESTIONNAIRES:** The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.

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

- (A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The bidder must, within the last 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 requirements set forth below under Article (B) apply to this contract where indicated by a blackened box (■) or by X in a □ to left.

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





NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

April 22, 2013

DAVID J. BURNEY, FAIA  
Commissioner

CAROL DIAGOSTINO  
Agency Chief  
Contracting Officer

**CERTIFIED MAIL – RETURN RECEIPT REQUEST**

**MFM CONTRACTING CORP.**

335 Center Avenue  
Mamaroneck, NY 10543

RE: FMS ID: HWMWTCA6A

E- PIN: 85012B0076

DDC PIN: 8502012HW0013C

Reconstruction of Broadway From Rector Street To  
Ann Street, Etc. – BOROUGH OF MANHATTAN

**NOTICE OF AWARD**

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$11,666,412.47 submitted at the bid opening on December 11, 2012. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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







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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Carol DiAgostino'.

Carol DiAgostino



### Bid Tab

**Description** RECONSTRUCTION OF BROADWAY FROM RECTOR STREET TO ANN STREET, ETC. - BOROUGH OF MANHATTAN

**Bid Date** 12/11/2012 **FMS ID** HWMWTCA6A

**Estimated Cost** \$46,129,723 **PLA** No

**Bid Security** 5% of Total Bid Price **Client Agency** NYSDOT

**Time Allowed** 1460 CCD **Contract Manager** Giovanni Matos

**Addendum** 8 **Project Manager** Awad, Nagi

**PIN** 8502012HW0013C **E-PIN** 85012B0076

**Selective Bidding** ☐ Yes ☒ No **Consultant** In-House

Bid Rank	Vendor	Bid Multiplier	Security Type
1	TRIUMPH CONSTRUCTION CORP.	0.1900	Bond
2	MFM CONTRACTING CORP.	0.8433	Bond
3	JUDLAU CONTRACTING, INC.	1.0180	Bond
4	TROCOM CONSTRUCTION CORP	1.0197	Bond
5	TULLY CONSTRUCTION CO. INC.	1.2118	Bond
6	JLJ IV ENTERPRISES INC.	1.2765	Bond
7	C.A.C. INDUSTRIES, INC.	1.2789	Bond
8	PERFETTO CONTRACTING CO. INC.	1.2900	Bond
9	CARP CONSTRUCTION CORP.	1.3000	Bond
10	LAWS CONSTRUCTION CORP.	1.4243	Bond

**Recorder:** Tia Clarke – ext. 2608

**Approver:** Celley Wilha

**Bid Tab**  
**Pin:** 8502012HW0013C

Page 1 of 1



# 2

**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: HWMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET  
INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

Name of Bidder: MFM Contracting Corp.

Date of Bid Opening: 12/11/12

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

Place of Business of Bidder: 335 Center Avenue, Manaroneck, N.Y. 10543

Bidder's Telephone Number: 914-777-8292 Fax Number: 914-777-0194

Bidder's E-Mail Address: mvp@petromfm.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: Michael V. Petrillo - 10 Orchard Drive, Purchase, N.Y. 10577

Name and Home Address of Secretary: Felix J. Petrillo - 68 Muchmore Road, Harrison, N.Y. 10528

Name and Home Address of Treasurer: Same as Secretary

**BID FORM**

MFM CONTRACTING CORP

The above-named Bidder affirms and declares:

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

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

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



Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

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

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

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

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

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

(NO TEXT ON THIS PAGE)

**BID FORM**  
MFM Contracting Corp

**PROJECT ID. HMMWTCA6A**

**BID PROPOSAL:** In the spaces provided below, the Bidder shall furnish his cost adjustment Multipliers, to be applied to every unit price items contained in the Bid Schedule and Contingency Item List, excluding items with a Fixed Sum unit of measurement, to cover the cost of furnishing all labor and materials required and complete all work in full compliance with the Contract for the single multiplier of:

**TOTAL BID MULTIPLIER:**

(a/k/a BID PROPOSAL)

0.8433 Multiplier

(Please specify to four (4) decimal places)  
of the foregoing Engineer's Estimate of  
Total Cost.

12/11/12

**BIDDER'S SIGNATURE AND AFFIDAVIT**

Bidder: MFM Contracting Corp.

By: Michael V. B.

(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:

Michael V. Petrillo being duly sworn says:  
I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at Purchase, N.Y. 10577.  
I have knowledge of the several matters therein stated, and they are in all respects true.

Michael V. Petrillo  
(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this  
11 day of December 2012

Anthony Mastrangelo  
Notary Public

**Anthony Mastrangelo**  
**Notary Public, State of New York**  
**Registration # 01MA6038438**  
**Qualified in Westchester County**  
**My Commission Expires March 13, 2014**

### AFFIRMATION

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

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

Full Name of Bidder: MFM Contracting Corp.

Address: 335 Center Avenue

City Mamaroneck State N.Y.

Zip Code 10543

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

13-4130805

By: Michael R

Signature

Title: President

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

## BID SCHEDULE

### NOTICE TO BIDDERS

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

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.12D06) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Water Main Specifications dated August 1, 2009, and as amended by Addendum No. 4, herein Volume 3 of 3.

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

Items listed in the Bid Schedule beginning with the prefix "JB-" (e.g. JB-100.2(ECS)) are Joint Bid Items which shall be done in accordance with the Special Provisions, Article "E. PRIVATE UTILITY FACILITIES WORK" of Special Provisions, in Addendum No. 1 and the requirements of Addenda No. 5, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "NYCT-" (e.g. NYCT-7A.1) are New York City Transit Items which shall comply with the requirements of Section "NYCT-7A" in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.08.01) are Street Lighting Items which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications less the prefix, except for Item Nos. "SL-ADNY-P" and "SL-ADNY-SL" which shall comply with the requirements of Sections SL-ADNY-P and SL-ADNY-SL in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-2.22) are Traffic Items which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications less the prefix, except for Item No. "T-60000B" which shall comply with the requirements of Section T-60000B in Addendum No. 1, herein Volume 3 of 3.

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



08/29/2012  
BID PAGES

Contract PIN 8502012HW0013C  
Project ID HWMWTC6A

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

BID SCHEDULE

NOTE:

- (1) The Bid multiplier located on Page C-4 of the BID BOOKLET shall be applied to each of the fixed unit prices in the bid schedule, excluding items with "F.S." ("Fixed Sum") as the unit of measurement and that adjusted unit price shall represent the 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 fixed unit prices, in this Percentage Bid Contract, adjusted by the Bid multiplier are to be paid for the actual quantities of the several classes of work in the completed work or structure, and those adjusted unit prices 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 LIGIBLE BID MULTIPLIER IS ENTERED, IN INK, ON PAGE C-4 OF THE BID BOOKLET. Alterations must be initialed in ink by the Bidder.
- (4) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B- 3 through B-27.

(NO TEXT ON THIS PAGE)

08/29/2012  
BID PAGES

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

Contract PIN 8502012HW0013C  
Project ID HWMWTC6A

COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
4.02 CB	2,868.0 TONS	ASPHALTIC CONCRETE MIXTURE	
4.02 I4-3	17,605.4 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK	\$ 150.00
4.04 H	30.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 29.00
4.04 HD	1,579.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)	\$ 200.00
4.05 AX	660.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	\$ 246.00
4.07 BA	866.0 L.F.	RESET GRANITE CURB	\$ 438.00
4.07 BAB	352.0 L.F.	RESET GRANITE CURB, 8" TO UNDER 15" WIDE AT THE TOP	\$ 84.00
4.07 DB	1,815.0 L.F.	NEW GRANITE CURB, STRAIGHT (1'-0" WIDE)	\$ 56.00
4.07 DC	528.0 L.F.	NEW GRANITE CURB, CORNER (1'-0" WIDE)	\$ 181.00
4.07 F	220.0 EACH	STREET NAMES INCISED IN GRANITE CURB	\$ 195.00
4.09 AE	360.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ 100.00
4.11 AA	11.0 C.Y.	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	\$ 74.00
4.11 CA	9,356.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 500.00
4.12 GR12	55.0 L.F.	REMOVE, STORE AND RESET EXISTING GRANITE HEADER, 12" WIDE	\$ 35.00
			\$ 50.00

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4.13 CABS	2,100.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 15.00
4.13 CABST	2,544.0 S.F.	4" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 11.00
4.13 CBBS	3,592.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 16.50
4.13 CBBST	950.0 S.F.	7" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 11.75
4.13 DE	477.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ 25.00
4.14	979.0 LBS.	STEEL REINFORCEMENT BARS	\$ 3.05
4.14 W	1,100.0 LBS.	WELDED STEEL WIRE FABRIC	\$ 6.00
50.72C0204EB0306	253.0 L.F.	RECONSTRUCTION OF EXISTING 2'-4"W X 3'-6"H EGG-SHAPED BRICK COMBINED SEWER USING SHOTCRETE METHOD	\$ 300.00
51.22RM	3.0 EACH	RECONSTRUCTION OF EXISTING MANHOLE ON EXISTING SEWER	\$ 1,250.00
51.22RS	3.0 EACH	RECONSTRUCTION OF EXISTING MANHOLE ON EXISTING SHOTCRETED SEWER	\$ 1,250.00
51.23RF	16.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 850.00
51.41S001	5.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 6,000.00
51.42B1W	2.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ 4,500.00
52.11D12	176.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 175.00

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53.11DR	930.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 3.50
54.11SC	440.0 L.F.	SEWER CLEANING	\$ 80.00
54.21PC	20.0 BAGS	PORTLAND CEMENT (TYPE V) - INJECTION GROUTING	\$ 25.00
54.31SR	33.0 C.F.	SHOTCRETE FOR REPAIR WORK	\$ 50.00
6.02 AAN	11,525.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 79.00
6.02 XHEC	871.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ 84.00
6.02 XSCW	815.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 42.00
6.04 NGS	21.0 S.Y.	NEW GRANITE SLAB PAVEMENT FURNISHED AND INSTALLED	\$ 325.00
6.22 F	2,200.0 LBS.	ADDITIONAL HARDWARE	\$ 6.00
6.25 RS	2,640.0 S.F.	TEMPORARY SIGNS	\$ 7.00
6.28 BA	1,485.0 L.F.	LIGHTED TYPE III BREAKAWAY BARRICADES	\$ 18.00
6.28 ME	4,345.0 L.F.	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS	\$ 9.00
6.36 DR	26.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ 900.00
6.39 A	1.0 L.S.	MOBILIZATION	\$ 1,839,643.21

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6.40 DU	54.0 MONTH	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	\$ 12,335.00
6.43	4,200.0 SETS	PHOTOGRAPHS	\$ 20.00
6.44	43,260.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 1.00
6.49	4,950.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 1.00
6.50	6.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$ 395.00
6.52	25,000.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	\$ 40.00
6.53	3,300.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 1.00
6.55	1,400.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ 5.00
6.59 P	4,200.0 L.F.	TEMPORARY CONCRETE BARRIER	\$ 19.00
6.59 PF	4,345.0 L.F.	TEMPORARY CONCRETE BARRIER WITH FENCE	\$ 85.00
6.82 A	236.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ 6.00
6.82 B	293.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ 4.00
6.83 AA	35.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ 15.00
6.83 AB	108.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ 5.00

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6.83 AR	165.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ 17.00
6.83 BA	200.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ 12.00
6.83 BB	108.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ 10.00
6.85 A	1.0 F.S.	TRAFFIC ENFORCEMENT AGENTS	\$ 14,016,237.00
6.86 AAD	36.0 S.F.	FURNISHING NEW STREET NAME SIGNS (Downtown Alliance Type)	\$ 48.00
6.86 AB	185.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$ 7.00
6.86 BAD	36.0 S.F.	INSTALLING STREET NAME SIGNS (Downtown Alliance Type)	\$ 54.00
6.86 BB	185.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ 9.00
6.86 LA	92.0 S.F.	FURNISHING NEW STREET NAME SIGNS (LARGE SIZE)	\$ 35.00
6.86 LB	92.0 S.F.	INSTALLING STREET NAME SIGNS (LARGE SIZE)	\$ 25.00
6.87	400.0 EACH	PLASTIC BARRELS	\$ 6.00
6.91	8,542.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 5.00
6.97 A	396.0 C.Y.	EXTRA-HIGH-EARLY STRENGTH CONCRETE	\$ 334.00
6.99	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 4,200.00

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60.11R520	2,647.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 150.00
60.11R524	138.0 L.F.	FURNISHING AND DELIVERING 24-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 225.00
60.11R606	381.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 45.00
60.11R612	725.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 85.00
60.12D06	530.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 135.00
60.12D12	970.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 175.00
60.12D20	3,319.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 225.00
60.12D24	150.0 L.F.	LAYING 24-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 450.00
60.13M0A24	33.8 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ 9,800.00
61.11DMM06	14.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 950.00
61.11DMM12	1.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,500.00
61.11DMM20	9.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 15,000.00
61.11TWC04	4.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 650.00



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61.11TWC06	4.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 810.00
61.11TWC08	5.0 EACH	FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 930.00
61.11TWC10	5.0 EACH	FURNISHING AND DELIVERING 10-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,050.00
61.11TWC12	5.0 EACH	FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,400.00
61.12DMM06	14.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 580.00
61.12DMM12	1.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,240.00
61.12DMM20	9.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 5,000.00
61.12TWC04	4.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 400.00
61.12TWC06	4.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 530.00
61.12TWC08	5.0 EACH	SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 535.00
61.12TWC10	5.0 EACH	SETTING 10-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 535.00
61.12TWC12	5.0 EACH	SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 580.00
62.11SD	14.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 2,500.00
62.12SG	14.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,620.00

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62.13RH	14.0 EACH	REMOVING HYDRANTS	\$ 500.00
63.11VC	12.7 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 1,650.00
64.11EL	5.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ 330.00
64.11ST	9.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 250.00
64.12COEG	94.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 200.00
64.12COLT	110.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 100.00
64.12ESEG	55.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 80.00
64.12ESLT	55.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 50.00
64.13WC12	5.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2,100.00
64.13WC20	23.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2,650.00
65.11BR	1,417.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 7.00
65.21PS	3,870.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE	\$ 1.00
65.31FF	135,392.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC	\$ 0.20
65.71SG	709.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 45.00

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7.01 AB	500.0 S.F.	INSTALLING NEW OR RESET EXISTING SIDEWALK SUBWAY FRAMES AND GRATINGS	\$ 123.00
7.01 C	165.0 S.F.	FURNISH NEW SIDEWALK SUBWAY FRAMES AND GRATINGS	\$ 75.00
7.07 ADC	32.0 EACH	BOLLARD, ADNY TYPE C (HYDRANT BOLLARD)	\$ 2,000.00
7.13 B	48.0 MONTH	MAINTENANCE OF SITE	\$ 20,000.00
7.16 D	101.0 C.Y.	TEST PITS	\$ 375.00
7.19	1,438.0 L.F.	LOAD TRANSFER JOINT	\$ 53.00
7.28 SA	2.0 EACH	PROJECT INFORMATION AND GROUND BREAKING SIGNS, TYPE A (LARGE FORMAT)	\$ 800.00
7.28 SB	20.0 EACH	PROJECT INFORMATION AND GROUND BREAKING SIGNS, TYPE B (SMALL FORMAT)	\$ 562.00
7.30 A	3,390.0 C.Y.	REMOVAL OF TRACK	\$ 126.00
7.31 A	385.0 C.Y.	DEMOLITION OF ROADWAY VAULTS	\$ 250.00
7.31 B	66.0 C.Y.	DEMOLITION OF TROLLEY TRACK TRUSS BLOCKS	\$ 275.00
7.36	1,100.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 4.00
7.88 AA	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING	\$ 4,000.00
7.88 AB	320.0 EACH	RODENT BAIT STATIONS	\$ 78.00

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7.88 AC	320.0 EACH	BAITING OF RODENT BAIT STATIONS	\$ 14.00
7.88 AD	96.0 BLOCK	WATERBUG BAIT APPLICATIONS	\$ 87.00
70.21DK	495.0 S.Y.	DECKING	\$ 120.00
70.31FN	1,515.0 L.F.	FENCING	\$ 4.00
70.51EO	22.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT	\$ 150.00
70.61RE	39.0 C.Y.	ROCK EXCAVATION	\$ 350.00
70.81CB	1,896.0 C.Y.	CLEAN BACKFILL	\$ 30.00
70.91SW12	974.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ 1.00
70.91SW20	34,650.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ 1.00
73.11AB	17.0 C.Y.	ADDITIONAL BRICK MASONRY	\$ 125.00
73.21AC	26.0 C.Y.	ADDITIONAL CONCRETE	\$ 125.00
73.31AE0	45.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)	\$ 40.00
73.41AG	1,758.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL	\$ 30.00
73.51AS	3,410.0 LBS.	ADDITIONAL STEEL REINFORCING BARS	\$ 2.00

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8.02 JA	8,053.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ 8.00
8.02 JB	3,694.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ 17.00
8.08	6.0 EACH	VARIABLE MESSAGE BOARD	\$ 17,500.00
8.22 D	1,100.0 S.F.	THREE PLY MEMBRANE WATERPROOFING	\$ 21.00
9.00 C	88.0 C.F.	EXPLORATORY TEST PITS	\$ 32.00
9.04 HW	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE	\$ 50,000.00
9.06 HW	1.0 F.S.	ALLOWANCE FOR DECORATIVE MESH FABRIC	\$ 70,000.00
9.99 M	48.0 MONTH	FLASHING ARROW BOARD	\$ 1,050.00
HW-900H	1.0 F.S.	ALLOWANCE FOR CITY WORK ACCELERATION	\$ 350,000.00
JB 100.1(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1)	\$ 414.00
JB 100.2(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)	\$ 776.00
JB 100.2(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)	\$ 808.00
JB 100.3(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)	\$ 1,150.00
JB 100.3(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)	\$ 998.00

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JB 100.4(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .4)	\$ 1,413.00
JB 108.1(CE)	25.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	\$ 568.00
JB 108.1(ECS)	10.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	\$ 886.00
JB 108.1(TW)	2.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	\$ 600.00
JB 108.2(CE)	10.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	\$ 1,799.00
JB 108.2(ECS)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	\$ 1,097.00
JB 108.3(CE)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	\$ 2,925.00
JB 108.3(ECS)	7.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	\$ 1,322.00
JB 108.4(CE)	6.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	\$ 3,656.00
JB 108.4(ECS)	3.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	\$ 1,622.00
JB 108.5(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5)	\$ 1,983.00
JB 109.1(CE)	30.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	\$ 1,480.00
JB 109.1(ECS)	15.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	\$ 1,003.00
JB 109.1(TW)	3.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	\$ 1,000.00

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

Contract PIN 8502012HW0013C  
Project ID HWMWTCA6A

COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
JB 109.2(CE)	6.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	\$ 2,215.00
JB 109.2(ECS)	12.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	\$ 1,345.00
JB 109.3(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	\$ 3,546.00
JB 109.3(ECS)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	\$ 1,666.00
JB 109.4(CE)	8.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	\$ 4,609.00
JB 109.4(ECS)	5.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	\$ 2,007.00
JB 109.5(ECS)	2.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	\$ 2,508.00
JB 200(CE)	50.0 L.F.	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	\$ 139.00
JB 200(ECS)	25.0 L.F.	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	\$ 170.00
JB 226(CE)	2.0 EACH	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	\$ 4,317.00
JB 226(ECS)	1.0 EACH	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	\$ 2,925.00
JB 227(CE)	1.0 EACH	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	\$ 2,209.00
JB 300(CE)	365.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING	\$ 268.00
JB 300(ECS)	156.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING	\$ 167.00

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JB 301(CE)	20.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE	\$ 320.00
JB 303(CE)	850.0 C.Y.	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	\$ 48.00
JB 330E.1(CE)	220.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .1)	\$ 29.00
JB 330E.2(CE)	510.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .2)	\$ 35.00
JB 330E.3(CE)	305.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .3)	\$ 40.00
JB 330E.4(CE)	60.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .4)	\$ 57.00
JB 330T1(ECS)	615.0 L.F.	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH	\$ 115.00
JB 400(CE)	50.0 C.Y.	TEST PITS FOR UTILITY FACILITIES	\$ 224.00
JB 400(ECS)	40.0 C.Y.	TEST PITS FOR UTILITY FACILITIES	\$ 218.00
JB 401(CE)	200.0 C.Y.	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	\$ 267.00
JB 401(ECS)	1,413.0 C.Y.	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	\$ 228.00



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JB 401A(CE)	95.0 C.Y.	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	\$ 335.00
JB 401AT(ECS)	335.0 C.Y.	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	\$ 76.00
JB 402.1A(CE)	400.0 L.F.	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 87.00
JB 402.2(CE)	200.0 L.F.	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	\$ 51.00
JB 402.2A(CE)	300.0 L.F.	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 57.00
JB 402T.1A(ECS)	14,861.0 L.F.	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 53.00
JB 402T.2(ECS)	1,705.0 L.F.	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	\$ 44.00
JB 403(CE)	2,000.0 S.F.	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	\$ 3.00
JB 403(ECS)	17,528.0 S.F.	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	\$ 4.00
JB 403(TW)	236.0 S.F.	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	\$ 4.00
JB 404(CE)	100.0 S.F.	PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES	\$ 404.00
JB 405.1(CE)	510.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	\$ 230.00
JB 405.2(CE)	305.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING	\$ 337.00

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JB 406(CE)	410.0 C.Y.	EXCAVATION FOR UTILITY STRUCTURE	\$ 260.00
JB 410.1(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1)	\$ 313.00
JB 410.2(CE)	2,620.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	\$ 398.00
JB 410.2(ECS)	92.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	\$ 333.00
JB 410.3(CE)	3,850.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	\$ 482.00
JB 410.3(ECS)	1,490.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	\$ 377.00
JB 410.4(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4)	\$ 567.00
JB 410.5(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	\$ 323.00
JB 410.5(ECS)	118.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	\$ 163.00
JB 410.6(CE)	2,065.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	\$ 408.00
JB 410.6(ECS)	535.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	\$ 187.00

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JB 410.7(CE)	1,040.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7)	\$ 491.00
JB 410.8(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8)	\$ 576.00
JB 450.1(CE)	800.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	\$ 299.00
JB 450.1(ECS)	80.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	\$ 276.00
JB 450.2(CE)	2,700.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	\$ 300.00
JB 450.2(ECS)	1,648.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	\$ 463.00
JB 450.3(CE)	2,100.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	\$ 858.00
JB 450.3(ECS)	824.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	\$ 1,008.00
JB 500(CE)	10,885.0 L.F.	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	\$ 3.00
JB 500(ECS)	1,100.0 L.F.	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	\$ 4.00
JB 501(CE)	70.0 C.Y.	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	\$ 337.00
JB 603E.1(CE)	1,200.0 L.F.	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	\$ 6.00
JB 603E.2(CE)	5,000.0 L.F.	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 9.00

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JB 610.6(CE)	100.0 L.F.	6" DIAMETER STEEL GAS PIPE	\$ 29.00
JB 611.6(CE)	4.0 EACH	6" DIAMETER STEEL GAS PIPE FITTING	\$ 669.00
JB 620.9(CE)	95.0 L.F.	INSTALL 16" DIAMETER STEAM PIPE	\$ 291.00
JB 621.9(CE)	14.0 EACH	INSTALL 16" DIAMETER STEAM PIPE FITTING	\$ 2,550.00
JB 625 A(CE)	1.0 EACH	STEAM COOLING CHAMBER ASSEMBLY	\$ 2,181.00
JB 625 B(CE)	1.0 EACH	STEAM TRAP ASSEMBLY	\$ 1,272.00
JB 625 C(CE)	3.0 EACH	STEAM DRAIN ASSEMBLY	\$ 1,530.00
JB 625D(CE)	3.0 EACH	STEAM VALVE ASSEMBLY	\$ 3,824.00
JB 636 EA(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH)	\$ 303.00
JB 636 EB(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	\$ 344.00
JB 636 EC(CE)	10.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	\$ 884.00
JB 636 ED(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	\$ 888.00
JB 636 EE(CE)	10.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	\$ 1,024.00
JB 636 EE(ECS)	30.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	\$ 490.00

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JB 636 EG(CE)	80.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	\$ 1,171.00
JB 636 EH(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	\$ 1,337.00
JB 636 EI(CE)	3.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	\$ 1,474.00
JB 636 R(CE)	50.0 C.Y.	REPAIR TO UTILITY STRUCTURES	\$ 240.00
JB 636 SA(CE)	330.0 S.F.	CONCRETE COLLAR AROUND STEAM CASTINGS	\$ 17.00
JB 636 SB(CE)	5.0 EACH	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	\$ 290.00
JB 636 SC(CE)	11.0 EACH	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	\$ 845.00
JB 638 N(CE)	310.0 C.Y.	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	\$ 1,176.00
JB 638 R(CE)	220.0 C.Y.	BREAK OUT AND REMOVE UTILITY STRUCTURE	\$ 883.00
JB 700(CE)	4,670.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	\$ 53.00
JB 700(ECS)	456.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	\$ 95.00
JB 700(TW)	46.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	\$ 75.00
JB 710.1(CE)	4,800.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE	\$ 14.00
JB 710.1(ECS)	400.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE	\$ 12.00

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JB 710.2(CE)	300.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPE	\$ 16.00
JB 711(CE)	168.0 L.F.	USE SHEETING LINE AS FORM	\$ 7.00
JB 711(ECS)	53.0 L.F.	USE SHEETING LINE AS FORM	\$ 6.00
JB 800(CE)	840.0 L.F.	MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	\$ 206.00
JB 801(CE)	3,600.0 L.F.	MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	\$ 168.00
JB 850(CE)	800.0 S.F.	PLACING RUBBER SHEETS FOR UTILITY FACILITIES	\$ 3.00
JB 900(CE)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE	\$ 2,471,093.75
JB 900(ECS)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE	\$ 587,798.00
JB 900(TW)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE	\$ 1,289.00
NYCT-7A.1	19,690.0 S.F.	MEMBRANE WATERPROOFING	\$ 27.00
NYCT-7A.2	19,690.0 S.F.	WATERPROOFING PROTECTION BOARD	\$ 17.00
SL-20.01.05	2.0 EACH	FURNISH AND INSTALL FOUNDATION FOR TYPE "P" ADNY POLE.	\$ 861.00
SL-20.02.02S	6.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHORE BOLT FOUNDATION FOR INSTALLING TYPE "S" POLE.	\$ 1,106.00
SL-20.08.01	6.0 EACH	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	\$ 879.00

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SL-21.09.05	18.0 EACH	REMOVE FABRICATED STEEL, ALUMINUM NO. 10, ETC. LAMPPOST, WITH ARM(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY.	\$ 750.00
SL-21.09.08	7.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$ 480.00
SL-24.04.14	8.0 EACH	INSTALL ADNY SHAFT EXTENSION/ARM(S) ASSEMBLY WITH COSMOPOLIS LUMINAIRE AND P.E.C.	\$ 900.00
SL-29.01.01	24.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ 1,100.00
SL-33.02.02	5,800.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$ 5.25
SL-ADNY-P	7.0 EACH	FURNISH AND INSTALL TYPE "P" PEDESTRIAN POLE, LUMINAIRE WITH TWO (2) 150 WATT ICETRON LAMPS, BALLAST FOR 120 V/60 HZ, AND P.E.C.	\$ 8,020.00
SL-ADNY-SL	11.0 EACH	FURNISH AND INSTALL TYPE "S" LAMPPOST, SHAFT/ARM ASSEMBLY WITH 140 WATTS COSMOPOLIS LAMP AND PHOTO ELECTRIC CONTROL	\$ 9,795.00
T-1.1	1.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 1,200.00
T-1.29	1.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ 600.00
T-1.3	1.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ 2,600.00
T-2.1	1.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 400.00
T-2.22	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 350.00
T-2.24	1.0 EACH	REMOVE TYPE "M" SERIES POST	\$ 800.00

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T-2.4	1.0 EACH	INSTALL TYPE "M-2" POST	\$ 1,000.00
T-20020	3.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 20.00
T-20220	4.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ 60.00
T-3.1	2.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ 300.00
T-3.18	2.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ 250.00
T-3.2	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	\$ 325.00
T-3.21	2.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 200.00
T-3.6	2.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 250.00
T-4.1	1.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ 1,100.00
T-4.8	1.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ 800.00
T-5.1	1,700.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ 40.00
T-5.2	50.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 75.00
T-5.32	50.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 45.00
T-5.4	100.0 L.F.	FURNISH AND INSTALL 3" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ 50.00



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T-6.1	1,000.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	
T-6.10	6,000.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ 4.00
T-6.2	5,000.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ 5.00
T-60000B	5,000.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ 6.00
T-60040	2,500.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ 2.60
T-60190	6,000.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ 1.50
UTL-6.01.8	10.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01)	\$ 2.50
UTL-6.01.9	9.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (\$6.01)	\$ 465.00
UTL-6.02	2.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (\$6.02)	\$ 485.00
UTL-6.03	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03)	\$ 715.00
UTL-6.03.1A	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (\$6.03)	\$ 15.00
UTL-6.04	5.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04)	\$ 25.00
UTL-6.05	20.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05)	\$ 35.00
UTL-6.06	300.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06)	\$ 65.00
			\$ 180.00

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BID PAGES

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DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502012HW0013C  
Project ID HMMWTCA6A

COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
UTL-6.07	50.0 C.Y.	TEST PITS FOR GAS FACILITIES (\$6.07)	\$ 100.00
UTL-6.08A	1.0 EACH	PIER AND/OR PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAIN WITH LESS THAN 24" COVER (\$6.08A)	\$ 5,800.00
UTL-6.09	80.0 C.Y.	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS.	\$ 231.00
UTL-GCS-2WS	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS	\$ 100,000.00

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CONTINGENCY ITEM LIST

- NOTE:
- (1) The Bid multiplier located on Page C-4 of the BID BOOKLET shall be applied to each of the fixed unit prices in the contingency item list, excluding items with "F.S." ("Fixed Sum") as the unit of measurement and that adjusted unit price shall represent the 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 fixed unit prices, in this Percentage Bid Contract, adjusted by the Bid multiplier are to be paid for the actual quantities of the several classes of work in the completed work or structure, and those adjusted unit prices 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) Prospective bidders must examine the Contingency Item List 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 Contingency Item List are numbered consecutively, as follows: D-1 through D-4.

(NO TEXT ON THIS PAGE)

COL. 1 ITEM NUMBER	COL. 2 CLASSIFICATION	COL. 3 UNIT	COL. 4 UNIT PRICE
For work to be done under the following items beginning with the prefix "JB-", see applicable sections in the JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN booklet issued August 1, 2005			
<b>TIME WARNER CONTINGENCY ITEMS</b>			
JB 100.1(TW)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION	EA	\$ 550.00
JB 101.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS UP TO & INCLUDING 24" DIAMETER	EA	\$ 2,000.00
JB 102.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER	EA	\$ 3,000.00
JB 103.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER	EA	\$ 3,500.00
JB 104.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER	EA	\$ 4,000.00
JB 105.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER	EA	\$ 4,200.00
JB 106.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER	EA	\$ 4,400.00
JB 107.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER	EA	\$ 4,500.00
JB 110.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" TO 36" DIAMETER	EA	\$ 1,400.00
JB 111.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" TO 48" DIAMETER	EA	\$ 1,500.00
JB 112.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" TO 54" DIAMETER	EA	\$ 1,600.00
JB 113.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" TO 60" DIAMETER	EA	\$ 1,800.00
JB 114.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" TO 72" DIAMETER	EA	\$ 2,000.00
JB 115.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" TO 84" DIAMETER	EA	\$ 2,200.00
JB 200(TW)	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	\$ 150.00
JB 225(TW)	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	\$ 2,800.00
JB 226(TW)	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	\$ 1,400.00
JB 227(TW)	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	\$ 1,400.00
JB 300(TW)	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	\$ 150.00
JB 330T1(TW)	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH	L.F.	\$ 100.00
JB 400(TW)	TEST PITS FOR UTILITY FACILITIES	C.Y.	\$ 175.00
JB 401(TW)	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	\$ 200.00
JB 401AC(TW)	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	\$ 75.00
JB 402.1(TW)	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH OUT CONCRETE ENCASEMENT	L.F.	\$ 35.00
JB 402.1A(TW)	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 45.00

COL. 1 ITEM NUMBER	COL. 2 CLASSIFICATION	COL. 3 UNIT	COL. 4 UNIT PRICE
JB 402.2(TW)	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	L.F.	\$ 25.00
JB 402.2A(TW)	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 35.00
JB 405.1(TW)	TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	\$ 150.00
JB 405.2(TW)	TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRED SHEETING	C.Y.	\$ 200.00
JB 406(TW)	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	\$ 150.00
JB 500(TW)	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	\$ 4.00
JB 501(TW)	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	\$ 200.00
JB 501.1(TW)	REMOVAL OF ABANDONED CABLE TELEVISION SIDEWALK PULL BOXES	EA	\$ 500.00
JB 603T.1(TW)	INSTALL 1 ea. 2", 4" or 1 1/4" QUAD (PVC or STEEL) IN ANY COMBINATION	L.F.	\$ 5.00
JB 603T.2(TW)	INSTALL 2 ea. 2", 4" or 1 1/4" QUAD (PVC or STEEL) IN ANY COMBINATION	L.F.	\$ 8.00
JB 603T.3(TW)	INSTALL 4 ea. 2", 4" or 1 1/4" QUAD (PVC or STEEL) IN ANY COMBINATION	L.F.	\$ 12.00
JB 636EG(TW)	ADJUSTMENT OF UTILITY HARDWARE	EA	\$ 500.00
JB 638N(TW)	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	C.Y.	\$ 1,054.00
JB 638R(TW)	BREAKOUT & REMOVE UTILITY STRUCTURE	C.Y.	\$ 350.00
JB 800(TW)	MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 190.00
JB 801(TW)	MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 80.00
<b>EMPIRE CITY SUBWAY CONTINGENCY ITEMS</b>			
JB 100.1(ECS)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION &/OR TEST PITS (TYPE 1)	EA	\$ 595.00
JB 100.5(ECS)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION &/OR TEST PITS (TYPE 5)	EA	\$ 1,697.00
JB 100.6(ECS)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION &/OR TEST PITS (TYPE 6)	EA	\$ 1,707.00
JB 108.6(ECS)	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCL. 12" DIAMETER (TYPE 6)	EA	\$ 2,313.00
JB 227(ECS)	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCE	EA	\$ 1,463.00
JB 303(ECS)	FURNISH, DELIVER & INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	\$ 43.00
JB 330T2.1(ECS)	COMMUNICATION FACILITY OPERATOR(S) REQUESTS TRENCH TO BE WIDENED	L.F.	\$ 232.00
JB 330T2.2(ECS)	COMMUNICATION FACILITY OPERATOR(S) REQUESTS TRENCH OR SHEETING BE MOD.	L.F.	\$ 326.00
JB 402T.1A(ECS)	EXIST. CONC. ENC. TELECOMMUNICATION CONDUITS PLACED IN FINAL POS. W/CONC.	L.F.	\$ 53.00
JB 402T.2A(ECS)	EXIST. NON-CONC. ENC. TELECOMMUNICATION CONDUITS PLACED IN FINAL POS. W/CONC.	L.F.	\$ 44.00
JB 410.1 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME UP TO AND INCLUDING 20% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN 5 FEET	C.Y.	\$ 294.00

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COL. 1 ITEM NUMBER	COL. 2 CLASSIFICATION	COL. 3 UNIT	COL. 4 UNIT PRICE
JB 410.4 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN 5 FEET	C.Y.	\$ 486.00
JB 410.7 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 40%, UP TO AND INCLUDING 60% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN 5 FEET	C.Y.	\$ 246.00
JB 410.8 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN 5 FEET	C.Y.	\$ 445.00
JB 636EG(ECS)	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75")	EA	\$ 540.00
JB 800(ECS)	MODIFICATIONS OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 241.00
JB 801(ECS)	MODIFICATIONS OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 76.00

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**Appendix "A"**  
**STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

## Appendix "A" (cont.)

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct and examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

# **11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:**

## **(A) Federal Employer Identification Number And/or Federal Social Security Number.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

## **(B) Privacy Notification.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

## Appendix "A" (cont.)

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rate of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section.

The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the NYS Department of Economic Development's Division of Minority- and Women-Owned Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this subsection, the terms of this subsection shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. CONTRACT TERMINATION PROVISION.** Refer to the City of New York Standard Construction Contract (in Volume 2 of 3), Article 64.

**LABOR AND EMPLOYMENT**

The provisions of NYS Labor Law, as amended, and referred to in §102-08, *Standard Clauses for All New York State Contracts*, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization will only be considered under a subcontract approved in accordance with §108-05, *Subletting or Assigning the Contract*.

**A. Wages.** The Department will provide the Contractor with prevailing wage rate schedules. When both State and Federal wage rate schedules are provided, the Contractor shall pay the higher of the two wages and supplemental (fringe) benefits. If prevailing wage rate schedules are attached, all onsite work shall be paid prevailing wages. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at [www.labor.state.ny.us](http://www.labor.state.ny.us). All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

On-site Contractor or Subcontractor employees shall be paid prevailing wages required under the Davis-Bacon Act. In accordance with 29 CFR 5.2(l), "site of the work" is defined as the physical place or places where the construction called for in the contract will remain when work on it has been completed. Facilities such as fabrication plants, mobile factories, batch plants, borrow pits, etc. are part of the site of the work provided that they are dedicated exclusively to the performance of the contract. Not included in the site of the work are facilities whose continuance in operation are determined wholly without regard to a particular contract. Such permanent, previously established facilities are not a part of the "site of the work," even where the operations for a period of time may be dedicated exclusively to the performance of a contract.

In accordance with NYS Labor Law, Sections 220 and 220-d:

1. No laborer, worker, or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the contract documents, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
4. The contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
  - a. the stipulated wage scale as provided in Labor Law, §220 (3), as amended, or;
  - b. the stipulated minimum hourly wage scale as provided in Labor Law, §220-d, as amended.

**B. Overtime Dispensation.** All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

**C. Payrolls.** The Contractor shall furnish the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees, (including apprentices, trainees, watch persons and guards) and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period.

Certified payrolls shall contain work class, hours worked, wage rate, payroll taxes and withholdings. Certified payrolls shall be annotated by race and gender, and shall be submitted on Form WH-347 or Form HC-231-1 for Federal-Aid contracts, and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, computer printed payroll records, which supply the required data and certifications may be used.

**D. Training.** An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

A number of sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOL-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprenticeable occupations as determined by NYSDOL or USDOL. A list of approved OJT programs can be found in the On-the-Job Training and Apprenticeship Program Construction Catalogue which is available through the Department's Office of Equal Opportunity Development and Compliance.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

## ATTACHMENT "B"

When training is required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentice(s)/ trainee(s).

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day-to-day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentice/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

**E. Public Notices.** Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Notices shall be maintained until all work on the site is complete.

**F. Federal-Aid Requirements.** No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits of any Federal-Aid highway construction project from the time of contract award or the start of work on force account until final acceptance of the work by the Department.

**NON-ASSIGNMENT OF AGREEMENT**

In accordance with Section 138 of the State Finance Law, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the City and of the Commissioner of the Department of Design and Construction and any attempts to assign the agreement without the City's written consent are null and void.

No further Text on This Page

**BID DEPOSIT**

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted by the Department of Transportation and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, or where applicable, Section 30 of the Canal Law, as amended, the moneys represented by such bid bond, certified check or Bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the State of New York; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended, or where applicable with Section 30 of the Canal Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said Department of Transportation, and comply in all respects with § 38(6) of the Highway Law, as amended, or where applicable with §30 (7) of the Canal Law, as amended, in relation to security for the faithful performance of the terms of said contract.



## NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and  
SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, 'Statement of non-collusion in bids to the state.'

1. Every bid hereafter made to the state or any public department agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 which have been 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.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2)(3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1(a).

2. Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificates as to non collusion as the act and deed of the corporation."

(A)2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

**NON COLLUSIVE BIDDING CERTIFICATION (49 CFR, 29)**

The Contractor to whom the above identified contract is to be awarded does hereby tender to the New York State Department of Transportation this sworn statement pursuant to Section 112(c) of Title 23 U.S. Code *Highway* and does hereby certify, in conformance with said 23 USC 112(c) that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

The signatory to this proposal, being duly sworn, certifies that, **EXCEPT AS NOTED BELOW**, its company and any person associated therewith in then capacity of owner, Partner, director, officer, or major stockholder (five percent or more ownership):

- 1) is not currently suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within that past three years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent Jurisdiction in any matter involving fraud or official misconduct within the past three years.

**EXCEPTIONS** – List any relevant information, attaching additional sheets if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

**Lobbying Activity Certification [For Federal-Aid Contracts Only]**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**CONTRACTOR MUST COMPLETE THE FORM BELOW****OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

☒ No

☐ Yes

If yes, please answer questions 2-4. If no, skip to question 5.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

☐ No

☐ Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

☐ No

☐ Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the individual or entity seeking to enter into the Procurement Contract due to the intentional provision of false or incomplete information? (Please circle):

☒ No

☐ Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
(Add additional pages as necessary)

**ATTACHMENT "B"**

**NON COLLUSIVE BIDDING**

**BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:**

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U.S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

**BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:**

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the Changed conditions provisions if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR, Part 29.
6. Contractor affirms that all information provided to the Department with respect to the requirements contained in State Finance Law §139j and §139k is complete, true and accurate.

Dated: December 11, 2012

MFM Contracting Corp.  
(Legal Name of Person, Corporation, or Firm  
Which is Submitting Bid or Proposal)

BY: Michael J. R.  
(Signature of Person Representing Above)

AS: President  
(Official Title of Signator in Above Firm)

## NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: 335 Center Avenue  
Street or P.O. Box No.  
Mamaroneck  
City  
New York 10543  
State Zip Code

Federal Identification No.: 13-4130805Name of Contact Person: Michael V. PetrilloPhone No. of Contact Person: (914) 777-8292

If Bidder is a Corporation:

President's Name &amp; Address:

Michael V. Petrillo - 10 Orchard Drive, Purchase, N.Y. 10577

Secretary's Name &amp; Address:

Felix J. Petrillo - 68 Muchmore Road, Harrison, N.Y. 10528

Treasurer's Name &amp; Address:

Same as Secretary

If Bidder is a Partnership:

Partner's Name &amp; Address:

Partner's Name &amp; Address:

If Bidder is a Sole Proprietorship:

Owner's Name &amp; Address:

ATTACHMENT "B"

(Acknowledgment by Individual Contractor, if a Corporation)

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF Westchester )

On this 11<sup>th</sup> day of December, 20 12, before me personally came Michael V. Petrillo, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at Purchase, N.Y. 10577, and that he/she is the President of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Anthony Mastrangelo  
Notary Public, State of New York  
Registration # 01MA6038438  
Qualified in Westchester County  
My Commission Expires March 13, 20 14  
Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_, and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_ for the uses and purposes mentioned therein.

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

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

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

MA 2A (03-09-33)  
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DEBARMENT HISTORY CERTIFICATION  
CONTRACT NO. HWMWTCAGA**

I, Michael V. Petrillo, being duly sworn, certifies that,  
(PRESIDENT OF AUTHORIZED OFFICIAL)

except as noted herein, MFM Contracting Corp. or any person  
(THE COMPANY)

associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federally Aided Projects:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental entity;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any governmental entity within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**(INSERT EXCEPTIONS HERE. ATTACH SUPPLEMENTAL SHEETS  
AS NECESSARY)**

Exceptions will not necessarily result in denial of approval, but will be considered in determining responsibility. For any exception noted herein, indicate to whom it applies, initiating governmental entity and dates of action. A material false statement willfully or fraudulently made in connection with this certification may result in rendering the company not responsible for the project and any future projects, and in addition may subject the person making the false statement to criminal charges.

Michael V. Petrillo  
(PRINT NAME)

Michael V. Petrillo  
(SIGNATURE)

President  
(TITLE)

12/11/12  
(DATE)

Subscribed and sworn to before me this 11<sup>th</sup> day of December, 20 12.

A2-B16

Anthony Mastrangelo  
Notary Public, State of New York  
Registration # 01MA6038438  
Qualified in Westchester County  
My Commission Expires March 13, 20 14

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DEBARMENT HISTORY CERTIFICATION  
CONTRACT NO. \_\_\_\_\_**

**GOVERNMENTAL ENTITY:**

Governmental Entities shall include any/all city, state and federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, and local development corporations.

**COMPANY:**

Companies shall include the persons or affiliates for which a suspension or debarment decision has been rendered, and shall include all subsidiaries, divisions and other organizational elements thereof unless said decision is limited by its terms to one or more specifically identified individuals or organizational elements or to specific types of transactions.

**PERSON:**

Persons shall include any individual, corporation, partnership, association or legal entity however organized, including any subsidiary of the foregoing.

**SUBSIDIARY:**

Subsidiaries shall include any corporation, partnership, association or legal entity however organized, which is owned or controlled by another person.

**AFFILIATE:**

Persons are affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third person owns, controls, or has the power to control both.

**CONTROL:**

Control shall be taken to mean the power to exercise, either directly or indirectly, a controlling influence over management, policies or activities of a person, whether through ownership of voting securities, through one or more intermediary persons, or otherwise. Indications of control shall include, but not be limited to: a person who owns or has the power to vote more than 25 percent of the voting securities of another person, or 25 percent of the total equity if the other person has no voting securities; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and establishment, following debarment, suspension or other exclusion decision, of any organization or entity which is to operate in the same business or activity and is to have substantially the same management, ownership or principal employees as the debarred, suspended or excluded person.



**APPENDIX C**

**LOBBYING ACTIVITY CERTIFICATION**  
**[FOR FEDERAL-AID CONTRACTS ONLY]**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## APPENDIX C

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

## APPENDIX C

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

**ATTACHMENT "B"**

APPROVED BY OMB  
0346-0046

REPORTING ENTITY: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

Authorized for Local Reproduction - Standard form LLL

**4 of 4**

**A2-B21**

**NOTICE TO ALL PROSPECTIVE BIDDERS  
FEDERAL-AID CONTRACTS**

**ASSURANCE OF NON-DISCRIMINATION**

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

1/17/79  
5/1/79  
6/3/81  
5/9/85

L8/3/2010

**SUBCONTRACTS**

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the Regional Director.

Rev. 2/27/70  
4/20/72  
8/30/73  
12/7/76



MEMORANDUM  
Department of Transportation

TO: DIVISION DIRECTORS  
FROM: JOAN McDONALD, Commissioner  
SUBJECT: USDOT Title VI Assurance  
DATE: July 20, 2011

A handwritten signature in dark ink, appearing to read "Joan McDonald", written over the "FROM" line of the memorandum header.

The Federal Highway Administration requires that transportation agencies in all fifty states execute a Title VI Assurance affirming their continued commitment to Title VI of the Civil Rights Act of 1964, as amended. I have executed the attached updated Title VI Assurance (the "2011 Title VI Assurance") on behalf of the Department.

The 2011 Title VI Assurance reflects the Department's long-standing policy to ensure equal opportunity and to prevent and eliminate discrimination in every DOT program, facility, and operation on the basis of race, creed, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or military status.

The 2011 Title VI Assurance requires that the Department include *specific* language in all of its solicitations, contracts, permits, licenses, leases and documents transferring real property. In some cases, the language required by the 2011 Title VI Assurance will supplement the Department's existing equal opportunity and non-discrimination provisions.

Each Department program area must, with all due alacrity, add the specific language required by the 2011 Title VI Assurance to applicable documents. The most efficient way to accomplish this is through the use of appendices (Appendix 1, 2, 3, and 4 that are attached to this memo). These appendices contain the language set forth in Appendices A, B, and C of the USDOT Title VI Assurance.

**Please note:** There is an important change to the usage of Appendix 3, relating to transfers of property or interests in property acquired through the use of federal funds. All other Appendices remain unchanged.

**Appendix 1** relates to all contracts (whether federally aided or not). It must be included in all new contracts for which the Department issues the solicitation *after the date of this directive*.

**Appendix 2** relates to all solicitations (whether federally aided or not). It must be included in all new contract solicitations, requests for proposals or invitations for bid that the Department issues *after the date of this directive*.

**Appendix 3** relates to all transactions affecting real property that the Department acquired or improved (whether federally aided or not).

a) For non-permanent property rights transfers

Appendix 3 must be included in any future deeds, leases, permits, licenses, U&O agreements, or similar agreements that the Department issues after the date of this directive and that provide for (a) the subsequent transfer of property that the Department acquired or improved; or (b) the construction, use of, or access to space on, over, or under such real property.

b) For permanent property rights transfers

Appendix 3 must be included only where the real property will continue to be used for transportation purposes via any future Deeds (or similar instruments permanently transferring or abandoning property rights) that the Department issues after the date of this directive and that provide for (a) the subsequent transfer of property that the Department acquired or improved; or (b) the construction, use of, or access to space on, over, or under such real property.

**Appendix 4** relates only to transactions in which the Department acquires real property, or an interest in real property, from the United States. Appendix 4 must be included in any future deeds that are first presented to the other party after the date of this directive.

**ATTACHMENT "C"**

Please ensure that the appropriate appendices are added immediately to all applicable NYSDOT documents. It is the responsibility of each Division Director to inform the Office of Civil Rights and the Division of Legal Affairs that your division is in compliance with this directive.

The Division of Legal Affairs will assist your staff with questions about the documents to which the new Appendices must be added. The Office of Civil Rights is available to assist with other questions regarding any policy impacts resulting from the implementation of the Title VI Assurance.

Thank you for your immediate cooperation.



## APPENDIX 1

*To be included in all contracts*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2

*To be included in all written solicitations,  
requests for proposals  
or invitations for bid*

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written Department solicitation, request for proposal or invitation for bid that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

## APPENDIX 3

*To be included in deeds, leases, permits,  
licenses, U&O Agreements, or similar agreements that provide for:*  
 (a) *the subsequent transfer of property that the Department acquired or improved; or*  
 (b) *the construction, use of, or access to space on, over or under such real property;  
 where the property will continue to be used for transportation purposes*

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs; personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made, over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall construct such improvements and maintain and operate such facilities and services such that: (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

Where a Reverter clause necessary to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended, is included in a license, lease, permit or other transfer not requiring a deed, the following applies:

That in the event of breach of any of the above nondiscrimination covenants, the New York State Department of Transportation shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

Where a deed transferring property interests includes a covenant running with the land, the following applies:

That in the event of breach of any of the above nondiscrimination covenants, The New York State Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the New York State Department of Transportation and its assigns.

APPENDIX 4

*To be included in deeds for  
property acquired directly from the United States*

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States to the New York State Department of Transportation.

**(GRANTING CLAUSE)**

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the New York State Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with The Surface Transportation Assistance Act of 1982, the Surface Transportation and Uniform Relocation Assistance Act of 1987, the Intermodal Surface Transportation Efficiency Act of 1991, and/or the Transportation Equity Act of the 21<sup>st</sup> Century, as well as the Regulations for the Administration of Transportation Programs and the policies and procedures prescribed by the Federal Highway Administration, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the New York State Department of Transportation all the right, title and interest of the Department of Transportation in and to said, lands described in Exhibit "A" attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the New York State Department of Transportation and its successors forever, subject, however, to the convenient, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the New York State Department of Transportation, its successors and assigns.

The New York State Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed, and (2) that the New York State Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

**(REVERTER CLAUSE)**

When it is determined by the United States that a Reverter clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended, the following applies:

That in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

**PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW,  
PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND  
MATERIALS ON FEDERAL & STATE CONTRACTS**

**GENERAL PROVISIONS.** All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

**CONVICT LABOR.** No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

**SELECTION OF LABOR.** No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

**WAGE RATES ON FEDERAL AID PROJECTS.** Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

**CONSTRUCTION BY FEDERAL AGENCIES.** When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

**NON-DISCRIMINATION.** Employment shall be provided without regard to race, color, religion, sex, or national origin.

**CONVICT-PRODUCED MATERIALS.** The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.

b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.

c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

**FEDERAL WAGE RATES**



**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS**  
**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goal for this contract. The goal is expressed as a percentage of the total bid price. It is the Contractor's responsibility to secure utilization in the work of the contract by DBEs in satisfaction of the goal, and to document satisfactory good-faith efforts taken to fulfill the goal. DBE firms must be certified by New York State Department of Transportation Equal Opportunity Development and Compliance ("EODC") for all items to be performed. Utilization is measured as the amount actually paid to DBEs, not the contract bid price for the work.

Disadvantaged Business Enterprise Utilization Goal 13 %

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation  
Office of Civil Rights  
50 Wolf Road  
POD 6-2  
Albany, NY 12232  
(518) 457-1128 or 457-1129

**Disadvantaged Business Enterprise Officer**

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

Bidder-Designated DBE Officer: Perry Jacobs, Senior Project Manager  
(Name, Title)

Telephone: 914-777-8292

**RETURN THIS PAGE WITH BID.**

REQUIRED IN ALL CONTRACTS OF \$1,000,000 OR MORE. The DBE program is similar to, but different from, local or state programs which call for the participation of MBE's and WBE's. On Federal Aid projects, all participation shall be geared toward DBE's. The Office of Civil Rights (OCS) is responsible for certifying DBE firms in New York State. Local requirements for MBE/WBE participation shall be omitted from Federal Aid contracts.

NO TEXT



October 22, 2012

New York State Department of Transportation  
Office of Construction, Civil Rights Program  
50 Wolf Road, Pod 51  
Albany, NY 12232

Attn: Brian DeWald  
D/M/WBE Waiver Requests  
Phone: (518) 457-9688  
Fax: (518) 457-96798

Re: NYCDDC Contract No. HWMWTCA6A Reconstruction of Broadway Phase I  
**Request for Waiver of DBE Requirements**

Dear Mr. DeWald:

With respect to the subject contract and bid proposal, specifically the DBE requirements included in the specific terms and conditions for this project, we hereby request a waiver of the requirement for 13% of the total contract price DBE participation.

MFM intends to self-perform the vast majority of the work required by the bid documents. We believe that approaching the contract this way will allow the successful completion of the project in the most efficient and cost-effective manner. We have identified several areas of work that we intend to subcontract with other firms to perform: Gunite of Sewers, Striping, Pest Control, and Electrical Work. We intend to utilize several methods of soliciting DBE participation including, but not limited to, utilizing the NYS Certification Directory for DBEs, and posting advertisements on a widely used online provider of project information for the construction industry. Based on the limited number of qualified and responsive subcontractors and vendors for these trades, we request that the DBE participation goal be amended to 5% of the total contract price.

Thank you for your attention in this matter. Should you have any questions please do not hesitate to contact me at our main office at 914-777-8292.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anthony Mastrangelo".

Anthony Mastrangelo  
Chief Estimator





1354 Seneca Avenue  
Bronx, New York 10474  
Phone: 718 861-6060  
Fax: 718 861-6660

December 11, 2012

Department of Design and Construction  
30-30 Thomson Avenue  
LIC, NY 11101

Attn: Celloy Williams, CPPB

Re: Request for withdrawal of bid  
HWMWTCA6A- Reconstruction of Broadway Phase I

Miss Williams,

Triumph Construction Corp. hereby requests a withdrawal of contract HWMWTCA6A. We made an unintentional error during the process of filling in the bid. We were bidding 19% over the base bid and the multiplier should have read 1.1900 not .1900. The error was mistakenly forgetting the 1 in front of the .1900. This is a blatant error on my part; there isn't any way we could do this job at that cost. Please understand the error that was made and withdraw our bid. Thank you for your cooperation in this matter. If you have any questions or comment please call me @ 914-755-1963 or E-mail [dcuzzi@triumphconstcorp.com](mailto:dcuzzi@triumphconstcorp.com)

Sincerely,  
Dominick Cuzzi

  
Project Manager



## Qualification Form

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

(NO TEXT ON THIS PAGE)



## ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWMWTCA6A

PIN: 8502012HW0013C

Description and Location of Work:

RECONSTRUCTION OF BROADWAY  
PHASE I  
FROM RECTOR STREET TO ANN STREET  
INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK  
Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK

Documents Available At:

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

Submission of Bids To:

30-30 Thomson Avenue  
First Floor Bid Procurement Room  
Long Island City, New York 11101  
Before 11:00 A.M. on NOVEMBER 29, 2012

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 NOVEMBER 29, 2012

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 5% of the TOTAL BID PRICE set forth on the Bid Form.

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

Agency Contact Person:

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

(NO TEXT ON THIS PAGE)

## BID SCHEDULE

### NOTICE TO BIDDERS

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

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.12D06) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Water Main Specifications dated August 1, 2009, and as amended by Addendum No. 4, herein Volume 3 of 3.

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

Items listed in the Bid Schedule beginning with the prefix "JB-" (e.g. JB-100.2(ECS)) are Joint Bid Items which shall be done in accordance with the Special Provisions, Article "E. PRIVATE UTILITY FACILITIES WORK" of Special Provisions, in Addendum No. 1 and the requirements of Addenda No. 5, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "NYCT-" (e.g. NYCT-7A.1) are New York City Transit Items which shall comply with the requirements of Section "NYCT-7A" in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.08.01) are Street Lighting Items which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications less the prefix, except for Item Nos. "SL-ADNY-P" and "SL-ADNY-SL" which shall comply with the requirements of Sections SL-ADNY-P and SL-ADNY-SL in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-2.22) are Traffic Items which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications less the prefix, except for Item No. "T-60000B" which shall comply with the requirements of Section T-60000B in Addendum No. 1, herein Volume 3 of 3.

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

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BID SCHEDULE

- NOTE:
- (1) The Bid multiplier located on Page C-4 of the BID BOOKLET shall be applied to each of the fixed unit prices in the bid schedule, excluding items with "F.S." ("Fixed Sum") as the unit of measurement and that adjusted unit price shall represent the 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 fixed unit prices, in this Percentage Bid Contract, adjusted by the Bid multiplier are to be paid for the actual quantities of the several classes of work in the completed work or structure, and those adjusted unit prices 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 LIGIBLE BID MULTIPLIER IS ENTERED, IN INK, ON PAGE C-4 OF THE BID BOOKLET. Alterations must be initialed in ink by the Bidder.
  - (4) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: B- 3 through B-27.

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COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
4.02 CB	2,868.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ 150.00
4.02 I4-3	17,605.4 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK	\$ 29.00
4.04 H	30.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 200.00
4.04 HD	1,579.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)	\$ 246.00
4.05 AX	660.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	\$ 438.00
4.07 BA	866.0 L.F.	RESET GRANITE CURB	\$ 84.00
4.07 BAB	352.0 L.F.	RESET GRANITE CURB, 8" TO UNDER 15" WIDE AT THE TOP	\$ 56.00
4.07 DB	1,815.0 L.F.	NEW GRANITE CURB, STRAIGHT (1'-0" WIDE)	\$ 181.00
4.07 DC	528.0 L.F.	NEW GRANITE CURB, CORNER (1'-0" WIDE)	\$ 195.00
4.07 F	220.0 EACH	STREET NAMES INCISED IN GRANITE CURB	\$ 100.00
4.09 AE	360.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ 74.00
4.11 AA	11.0 C.Y.	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	\$ 500.00
4.11 CA	9,356.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 35.00
4.12 GR12	55.0 L.F.	REMOVE, STORE AND RESET EXISTING GRANITE HEADER, 12" WIDE	\$ 50.00

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COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
4.13 CABS	2,100.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 15.00
4.13 CABST	2,544.0 S.F.	4" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 11.00
4.13 CBBS	3,592.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 16.50
4.13 CBBST	950.0 S.F.	7" CONCRETE SIDEWALK ON EXISTING FOUNDATION (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 11.75
4.13 DE	477.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ 25.00
4.14	979.0 LBS.	STEEL REINFORCEMENT BARS	\$ 3.05
4.14 W	1,100.0 LBS.	WELDED STEEL WIRE FABRIC	\$ 6.00
50.72C0204EB0306	253.0 L.F.	RECONSTRUCTION OF EXISTING 2'-4"W X 3'-6"H EGG-SHAPED BRICK COMBINED SEWER USING SHOTCRETE METHOD	\$ 300.00
51.22RM	3.0 EACH	RECONSTRUCTION OF EXISTING MANHOLE ON EXISTING SEWER	\$ 1,250.00
51.22RS	3.0 EACH	RECONSTRUCTION OF EXISTING MANHOLE ON EXISTING SHOTCRETED SEWER	\$ 1,250.00
51.23RF	16.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 850.00
51.41S001	5.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 6,000.00
51.42B1W	2.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ 4,500.00
52.11D12	176.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 175.00



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53.11DR	930.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 3.50
54.11SC	440.0 L.F.	SEWER CLEANING	\$ 80.00
54.21PC	20.0 BAGS	PORTLAND CEMENT (TYPE V) - INJECTION GROUTING	\$ 25.00
54.31SR	33.0 C.F.	SHOTCRETE FOR REPAIR WORK	\$ 50.00
6.02 AAN	11,525.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 79.00
6.02 XHEC	871.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ 84.00
6.02 XSCW	815.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 42.00
6.04 NGS	21.0 S.Y.	NEW GRANITE SLAB PAVEMENT FURNISHED AND INSTALLED	\$ 325.00
6.22 F	2,200.0 LBS.	ADDITIONAL HARDWARE	\$ 6.00
6.25 RS	2,640.0 S.F.	TEMPORARY SIGNS	\$ 7.00
6.28 BA	1,485.0 L.F.	LIGHTED TYPE III BREAKAWAY BARRICADES	\$ 18.00
6.28 ME	4,345.0 L.F.	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS	\$ 9.00
6.36 DR	26.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ 900.00
6.39 A	1.0 L.S.	MOBILIZATION	\$ 1,839,643.21

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6.40 DU	54.0 MONTH	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	\$ 12,335.00
6.43	4,200.0 SETS	PHOTOGRAPHS	\$ 20.00
6.44	43,260.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 1.00
6.49	4,950.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 1.00
6.50	6.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$ 395.00
6.52	25,000.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	\$ 40.00
6.53	3,300.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 1.00
6.55	1,400.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ 5.00
6.59 P	4,200.0 L.F.	TEMPORARY CONCRETE BARRIER	\$ 19.00
6.59 PF	4,345.0 L.F.	TEMPORARY CONCRETE BARRIER WITH FENCE	\$ 85.00
6.82 A	236.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ 6.00
6.82 B	293.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ 4.00
6.83 AA	35.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ 15.00
6.83 AB	108.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ 5.00

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6.83 AR	165.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ 17.00
6.83 BA	200.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ 12.00
6.83 BB	108.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ 10.00
6.85 A	1.0 F.S.	TRAFFIC ENFORCEMENT AGENTS	\$ 14,016,237.00
6.86 AAD	36.0 S.F.	FURNISHING NEW STREET NAME SIGNS (Downtown Alliance Type)	\$ 48.00
6.86 AB	185.0 L.F.	FURNISHING NEW STREET NAME SIGN POSTS	\$ 7.00
6.86 BAD	36.0 S.F.	INSTALLING STREET NAME SIGNS (Downtown Alliance Type)	\$ 54.00
6.86 BB	185.0 L.F.	INSTALLING STREET NAME SIGN POSTS	\$ 9.00
6.86 LA	92.0 S.F.	FURNISHING NEW STREET NAME SIGNS (LARGE SIZE)	\$ 35.00
6.86 LB	92.0 S.F.	INSTALLING STREET NAME SIGNS (LARGE SIZE)	\$ 25.00
6.87	400.0 EACH	PLASTIC BARRELS	\$ 6.00
6.91	8,542.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 5.00
6.97 A	396.0 C.Y.	EXTRA-HIGH-EARLY STRENGTH CONCRETE	\$ 334.00
6.99	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 4,200.00

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60.11R520	2,647.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 150.00
60.11R524	138.0 L.F.	FURNISHING AND DELIVERING 24-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 225.00
60.11R606	381.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 45.00
60.11R612	725.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 85.00
60.12D06	530.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 135.00
60.12D12	970.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 175.00
60.12D20	3,319.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 225.00
60.12D24	150.0 L.F.	LAYING 24-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 450.00
60.13M0A24	33.8 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ 9,800.00
61.11DMM06	14.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 950.00
61.11DMM12	1.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 2,500.00
61.11DMM20	9.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 15,000.00
61.11TWC04	4.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 650.00

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COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
61.11TWC06	4.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 810.00
61.11TWC08	5.0 EACH	FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 930.00
61.11TWC10	5.0 EACH	FURNISHING AND DELIVERING 10-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,050.00
61.11TWC12	5.0 EACH	FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,400.00
61.12DMM06	14.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 580.00
61.12DMM12	1.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,240.00
61.12DMM20	9.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 5,000.00
61.12TWC04	4.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 400.00
61.12TWC06	4.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 530.00
61.12TWC08	5.0 EACH	SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 535.00
61.12TWC10	5.0 EACH	SETTING 10-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 535.00
61.12TWC12	5.0 EACH	SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 580.00
62.11SD	14.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 2,500.00
62.12SG	14.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,620.00

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62.13RH	14.0 EACH	REMOVING HYDRANTS	\$ 500.00
63.11VC	12.7 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 1,650.00
64.11EL	5.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ 330.00
64.11ST	9.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 250.00
64.12COEG	94.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 200.00
64.12COLT	110.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 100.00
64.12ESEG	55.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 80.00
64.12ESLT	55.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 50.00
64.13WC12	5.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2,100.00
64.13WC20	23.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2,650.00
65.11BR	1,417.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 7.00
65.21PS	3,870.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE	\$ 1.00
65.31FF	135,392.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC	\$ 0.20
65.71SG	709.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 45.00

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COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
7.01 AB	500.0 S.F.	INSTALLING NEW OR RESET EXISTING SIDEWALK SUBWAY FRAMES AND GRATINGS	\$ 123.00
7.01 C	165.0 S.F.	FURNISH NEW SIDEWALK SUBWAY FRAMES AND GRATINGS	\$ 75.00
7.07 ADC	32.0 EACH	BOLLARD, ADNY TYPE C (HYDRANT BOLLARD)	\$ 2,000.00
7.13 B	48.0 MONTH	MAINTENANCE OF SITE	\$ 20,000.00
7.16 D	101.0 C.Y.	TEST PITS	\$ 375.00
7.19	1,438.0 L.F.	LOAD TRANSFER JOINT	\$ 53.00
7.28 SA	2.0 EACH	PROJECT INFORMATION AND GROUND BREAKING SIGNS, TYPE A (LARGE FORMAT)	\$ 800.00
7.28 SB	20.0 EACH	PROJECT INFORMATION AND GROUND BREAKING SIGNS, TYPE B (SMALL FORMAT)	\$ 562.00
7.30 A	3,390.0 C.Y.	REMOVAL OF TRACK	\$ 126.00
7.31 A	385.0 C.Y.	DEMOLITION OF ROADWAY VAULTS	\$ 250.00
7.31 B	66.0 C.Y.	DEMOLITION OF TROLLEY TRACK TRUSS BLOCKS	\$ 275.00
7.36	1,100.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 4.00
7.88 AA	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING	\$ 4,000.00
7.88 AB	320.0 EACH	RODENT BAIT STATIONS	\$ 78.00

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7.88 AC	320.0 EACH	BAITING OF RODENT BAIT STATIONS	\$ 14.00
7.88 AD	96.0 BLOCK	WATERBUG BAIT APPLICATIONS	\$ 87.00
70.21DK	495.0 S.Y.	DECKING	\$ 120.00
70.31FN	1,515.0 L.F.	FENCING	\$ 4.00
70.51EO	22.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT	\$ 150.00
70.61RE	39.0 C.Y.	ROCK EXCAVATION	\$ 350.00
70.81CB	1,896.0 C.Y.	CLEAN BACKFILL	\$ 30.00
70.91SW12	974.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ 1.00
70.91SW20	34,650.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ 1.00
73.11AB	17.0 C.Y.	ADDITIONAL BRICK MASONRY	\$ 125.00
73.21AC	26.0 C.Y.	ADDITIONAL CONCRETE	\$ 125.00
73.31AE0	45.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)	\$ 40.00
73.41AG	1,758.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL	\$ 30.00
73.51AS	3,410.0 LBS.	ADDITIONAL STEEL REINFORCING BARS	\$ 2.00



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8.02 JA	8,053.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ 8.00
8.02 JB	3,694.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ 17.00
8.08	6.0 EACH	VARIABLE MESSAGE BOARD	\$ 17,500.00
8.22 D	1,100.0 S.F.	THREE PLY MEMBRANE WATERPROOFING	\$ 21.00
9.00 C	88.0 C.F.	EXPLORATORY TEST PITS	\$ 32.00
9.04 HW	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE	\$ 50,000.00
9.06 HW	1.0 F.S.	ALLOWANCE FOR DECORATIVE MESH FABRIC	\$ 70,000.00
9.99 M	48.0 MONTH	FLASHING ARROW BOARD	\$ 1,050.00
HW-900H	1.0 F.S.	ALLOWANCE FOR CITY WORK ACCELERATION	\$ 350,000.00
JB 100.1(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1)	\$ 414.00
JB 100.2(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)	\$ 776.00
JB 100.2(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)	\$ 808.00
JB 100.3(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)	\$ 1,150.00
JB 100.3(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)	\$ 998.00

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JB 100.4(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .4)	\$ 1,413.00
JB 108.1(CE)	25.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	\$ 568.00
JB 108.1(ECS)	10.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	\$ 886.00
JB 108.1(TW)	2.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	\$ 600.00
JB 108.2(CE)	10.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	\$ 1,799.00
JB 108.2(ECS)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	\$ 1,097.00
JB 108.3(CE)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	\$ 2,925.00
JB 108.3(ECS)	7.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	\$ 1,322.00
JB 108.4(CE)	6.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	\$ 3,656.00
JB 108.4(ECS)	3.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	\$ 1,622.00
JB 108.5(ECS)	1.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5)	\$ 1,983.00
JB 109.1(CE)	30.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	\$ 1,480.00
JB 109.1(ECS)	15.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	\$ 1,003.00
JB 109.1(TW)	3.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	\$ 1,000.00

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JB 109.2(CE)	6.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	\$ 2,215.00
JB 109.2(ECS)	12.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	\$ 1,345.00
JB 109.3(CE)	1.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	\$ 3,546.00
JB 109.3(ECS)	9.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	\$ 1,666.00
JB 109.4(CE)	8.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	\$ 4,609.00
JB 109.4(ECS)	5.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	\$ 2,007.00
JB 109.5(ECS)	2.0 EACH	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	\$ 2,508.00
JB 200(CE)	50.0 L.F.	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	\$ 139.00
JB 200(ECS)	25.0 L.F.	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	\$ 170.00
JB 226(CE)	2.0 EACH	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	\$ 4,317.00
JB 226(ECS)	1.0 EACH	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	\$ 2,925.00
JB 227(CE)	1.0 EACH	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	\$ 2,209.00
JB 300(CE)	365.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING	\$ 268.00
JB 300(ECS)	156.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING	\$ 167.00

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JB 301(CE)	20.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE	\$ 320.00
JB 303(CE)	850.0 C.Y.	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	\$ 48.00
JB 330E.1(CE)	220.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .1)	\$ 29.00
JB 330E.2(CE)	510.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .2)	\$ 35.00
JB 330E.3(CE)	305.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .3)	\$ 40.00
JB 330E.4(CE)	60.0 L.F.	SUPPORT AND PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .4)	\$ 57.00
JB 330T1(ECS)	615.0 L.F.	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH	\$ 115.00
JB 400(CE)	50.0 C.Y.	TEST PITS FOR UTILITY FACILITIES	\$ 224.00
JB 400(ECS)	40.0 C.Y.	TEST PITS FOR UTILITY FACILITIES	\$ 218.00
JB 401(CE)	200.0 C.Y.	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	\$ 267.00
JB 401(ECS)	1,413.0 C.Y.	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	\$ 228.00

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JB 401A(CE)	95.0 C.Y.	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	\$ 335.00
JB 401AT(ECS)	335.0 C.Y.	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	\$ 76.00
JB 402.1A(CE)	400.0 L.F.	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 87.00
JB 402.2(CE)	200.0 L.F.	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	\$ 51.00
JB 402.2A(CE)	300.0 L.F.	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 57.00
JB 402T.1A(ECS)	14,861.0 L.F.	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 53.00
JB 402T.2(ECS)	1,705.0 L.F.	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	\$ 44.00
JB 403(CE)	2,000.0 S.F.	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	\$ 3.00
JB 403(ECS)	17,528.0 S.F.	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	\$ 4.00
JB 403(TW)	236.0 S.F.	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	\$ 4.00
JB 404(CE)	100.0 S.F.	PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES	\$ 404.00
JB 405.1(CE)	510.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	\$ 230.00
JB 405.2(CE)	305.0 C.Y.	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING	\$ 337.00

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JB 406(CE)	410.0 C.Y.	EXCAVATION FOR UTILITY STRUCTURE	\$ 260.00
JB 410.1(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1)	\$ 313.00
JB 410.2(CE)	2,620.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	\$ 398.00
JB 410.2(ECS)	92.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	\$ 333.00
JB 410.3(CE)	3,850.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	\$ 482.00
JB 410.3(ECS)	1,490.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	\$ 377.00
JB 410.4(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4)	\$ 567.00
JB 410.5(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	\$ 323.00
JB 410.5(ECS)	118.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	\$ 163.00
JB 410.6(CE)	2,065.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	\$ 408.00
JB 410.6(ECS)	535.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	\$ 187.00

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JB 410.7(CE)	1,040.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7)	\$ 491.00
JB 410.8(CE)	20.0 C.Y.	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8)	\$ 576.00
JB 450.1(CE)	800.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	\$ 299.00
JB 450.1(ECS)	80.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	\$ 276.00
JB 450.2(CE)	2,700.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	\$ 300.00
JB 450.2(ECS)	1,648.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	\$ 463.00
JB 450.3(CE)	2,100.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	\$ 858.00
JB 450.3(ECS)	824.0 CREW/HR	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	\$ 1,008.00
JB 500(CE)	10,885.0 L.F.	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	\$ 3.00
JB 500(ECS)	1,100.0 L.F.	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	\$ 4.00
JB 501(CE)	70.0 C.Y.	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	\$ 337.00
JB 603E.1(CE)	1,200.0 L.F.	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	\$ 6.00
JB 603E.2(CE)	5,000.0 L.F.	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	\$ 9.00

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JB 610.6(CE)	100.0 L.F.	6" DIAMETER STEEL GAS PIPE	\$ 29.00
JB 611.6(CE)	4.0 EACH	6" DIAMETER STEEL GAS PIPE FITTING	\$ 669.00
JB 620.9(CE)	95.0 L.F.	INSTALL 16" DIAMETER STEAM PIPE	\$ 291.00
JB 621.9(CE)	14.0 EACH	INSTALL 16" DIAMETER STEAM PIPE FITTING	\$ 2,550.00
JB 625 A(CE)	1.0 EACH	STEAM COOLING CHAMBER ASSEMBLY	\$ 2,181.00
JB 625 B(CE)	1.0 EACH	STEAM TRAP ASSEMBLY	\$ 1,272.00
JB 625 C(CE)	3.0 EACH	STEAM DRAIN ASSEMBLY	\$ 1,530.00
JB 625D(CE)	3.0 EACH	STEAM VALVE ASSEMBLY	\$ 3,824.00
JB 636 EA(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH)	\$ 303.00
JB 636 EB(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	\$ 344.00
JB 636 EC(CE)	10.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	\$ 884.00
JB 636 ED(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	\$ 888.00
JB 636 EE(CE)	10.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	\$ 1,024.00
JB 636 EE(ECS)	30.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	\$ 490.00



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JB 636 EG(CE)	80.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	\$ 1,171.00
JB 636 EH(CE)	5.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	\$ 1,337.00
JB 636 EI(CE)	3.0 EACH	ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	\$ 1,474.00
JB 636 R(CE)	50.0 C.Y.	REPAIR TO UTILITY STRUCTURES	\$ 240.00
JB 636 SA(CE)	330.0 S.F.	CONCRETE COLLAR AROUND STEAM CASTINGS	\$ 17.00
JB 636 SB(CE)	5.0 EACH	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	\$ 290.00
JB 636 SC(CE)	11.0 EACH	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	\$ 845.00
JB 638 N(CE)	310.0 C.Y.	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	\$ 1,176.00
JB 638 R(CE)	220.0 C.Y.	BREAK OUT AND REMOVE UTILITY STRUCTURE	\$ 883.00
JB 700(CE)	4,670.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	\$ 53.00
JB 700(ECS)	456.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	\$ 95.00
JB 700(TW)	46.0 C.Y.	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	\$ 75.00
JB 710.1(CE)	4,800.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE	\$ 14.00
JB 710.1(ECS)	400.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE	\$ 12.00

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JB 710.2(CE)	300.0 L.F.	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPE	\$ 16.00
JB 711(CE)	168.0 L.F.	USE SHEETING LINE AS FORM	\$ 7.00
JB 711(ECS)	53.0 L.F.	USE SHEETING LINE AS FORM	\$ 6.00
JB 800(CE)	840.0 L.F.	MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	\$ 206.00
JB 801(CE)	3,600.0 L.F.	MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	\$ 168.00
JB 850(CE)	800.0 S.F.	PLACING RUBBER SHEETS FOR UTILITY FACILITIES	\$ 3.00
JB 900(CE)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE	\$ 2,471,093.75
JB 900(ECS)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE	\$ 587,798.00
JB 900(TW)	1.0 F.S.	EXTRA UTILITY WORK COSTS ALLOWANCE	\$ 1,289.00
NYCT-7A.1	19,690.0 S.F.	MEMBRANE WATERPROOFING	\$ 27.00
NYCT-7A.2	19,690.0 S.F.	WATERPROOFING PROTECTION BOARD	\$ 17.00
SL-20.01.05	2.0 EACH	FURNISH AND INSTALL FOUNDATION FOR TYPE "P" ADNY POLE.	\$ 861.00
SL-20.02.02S	6.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHORE BOLT FOUNDATION FOR INSTALLING TYPE "S" POLE.	\$ 1,106.00
SL-20.08.01	6.0 EACH	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	\$ 879.00

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SL-21.09.05	18.0 EACH	REMOVE FABRICATED STEEL, ALUMINUM NO. 10, ETC. LAMPPOST, WITH ARM(S), LUMINAIRE(S), ETC., WITH ALL ATTACHMENTS, IF ANY.	\$ 750.00
SL-21.09.08	7.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$ 480.00
SL-24.04.14	8.0 EACH	INSTALL ADNY SHAFT EXTENSION/ARM(S) ASSEMBLY WITH COSMOPOLIS LUMINAIRE AND P.E.C.	\$ 900.00
SL-29.01.01	24.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ 1,100.00
SL-33.02.02	5,800.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$ 5.25
SL-ADNY-P	7.0 EACH	FURNISH AND INSTALL TYPE "P" PEDESTRIAN POLE, LUMINAIRE WITH TWO (2) 150 WATT ICETRON LAMPS, BALLAST FOR 120 V/60 HZ, AND P.E.C.	\$ 8,020.00
SL-ADNY-SL	11.0 EACH	FURNISH AND INSTALL TYPE "S" LAMPPOST, SHAFT/ARM ASSEMBLY WITH 140 WATTS COSMOPOLIS LAMP AND PHOTO ELECTRIC CONTROL	\$ 9,795.00
T-1.1	1.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 1,200.00
T-1.29	1.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ 600.00
T-1.3	1.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ 2,600.00
T-2.1	1.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 400.00
T-2.22	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 350.00
T-2.24	1.0 EACH	REMOVE TYPE "M" SERIES POST	\$ 800.00

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T-2.4	1.0 EACH	INSTALL TYPE "M-2" POST	\$ 1,000.00
T-20020	3.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 20.00
T-20220	4.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ 60.00
T-3.1	2.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ 300.00
T-3.18	2.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ 250.00
T-3.2	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	\$ 325.00
T-3.21	2.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 200.00
T-3.6	2.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 250.00
T-4.1	1.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ 1,100.00
T-4.8	1.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ 800.00
T-5.1	1,700.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ 40.00
T-5.2	50.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 75.00
T-5.32	50.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 45.00
T-5.4	100.0 L.F.	FURNISH AND INSTALL 3" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ 50.00

08/29/2012  
BID PAGES

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

Contract PIN 8502012HW0013C  
Project ID HWMWTCA6A

COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
T-6.1	1,000.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$ 4.00
T-6.10	6,000.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ 5.00
T-6.2	5,000.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ 6.00
T-60000B	5,000.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ 2.60
T-60040	2,500.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ 1.50
T-60190	6,000.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ 2.50
UTL-6.01.8	10.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (\$6.01)	\$ 465.00
UTL-6.01.9	9.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (\$6.01)	\$ 485.00
UTL-6.02	2.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (\$6.02)	\$ 715.00
UTL-6.03	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (\$6.03)	\$ 15.00
UTL-6.03.1A	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (\$6.03)	\$ 25.00
UTL-6.04	5.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04)	\$ 35.00
UTL-6.05	20.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05)	\$ 65.00
UTL-6.06	300.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06)	\$ 180.00

08/29/2012  
BID PAGES

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

Contract PIN 8502012HW0013C  
Project ID HMMWTCA6A

COL. 1 ITEM NUMBER	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)
UTL-6.07	50.0 C.Y.	TEST PITS FOR GAS FACILITIES (\$6.07)	\$ 100.00
UTL-6.08A	1.0 EACH	PIER AND/OR PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAIN WITH LESS THAN 24" COVER (\$6.08A)	\$ 5,800.00
UTL-6.09	80.0 C.Y.	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS.	\$ 231.00
UTL-GCS-2WS	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS	\$ 100,000.00

**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: HWMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

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

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

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

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

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

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

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

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

Names of Partners

Residence of Partners

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

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

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

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

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

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

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

## BID FORM

---

The above-named Bidder affirms and declares:

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

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

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



Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

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

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

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

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

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

(NO TEXT ON THIS PAGE)

**BID FORM**

---

**PROJECT ID. HWMWTCA6A**

**BID PROPOSAL:** In the spaces provided below, the Bidder shall furnish his cost adjustment Multipliers, to be applied to every unit price items contained in the Bid Schedule and Contingency Item List, excluding items with a Fixed Sum unit of measurement, to cover the cost of furnishing all labor and materials required and complete all work in full compliance with the Contract for the single multiplier of:

**TOTAL BID MULTIPLIER:**

(a/k/a BID PROPOSAL)

\_\_\_\_\_ Multiplier

(Please specify to four (4) decimal places)  
of the foregoing Engineer's Estimate of  
Total Cost.

**BIDDER'S SIGNATURE AND AFFIDAVIT**

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

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

Attest:  
(Corporate Seal)

Secretary of Corporate Bidder

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

**BID FORM (TO BE NOTARIZED)**

**AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

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

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

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP**

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

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

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

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

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

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

**AFFIDAVIT WHERE BIDDER IS A CORPORATION**

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

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

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

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

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

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

## AFFIRMATION

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

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

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

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

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

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

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

☐ C- Corporation  
EMPLOYER IDENTIFICATION NUMBER  
-----

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

Signature

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

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1  
FORM OF BID BOND

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

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

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

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

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

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

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

## BID BOND 2

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

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

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

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

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

(Seal)

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

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

(Seal)

\_\_\_\_\_  
Surety

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



BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

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

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

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

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

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

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

(NO TEXT ON THIS PAGE)

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

CONTINGENCY ITEM LIST

- NOTE:
- (1) The Bid multiplier located on Page C-4 of the BID BOOKLET shall be applied to each of the fixed unit prices in the contingency item list, excluding items with "F.S." ("Fixed Sum") as the unit of measurement and that adjusted unit price shall represent the 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 fixed unit prices, in this Percentage Bid Contract, adjusted by the Bid multiplier are to be paid for the actual quantities of the several classes of work in the completed work or structure, and those adjusted unit prices 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) Prospective bidders must examine the Contingency Item List 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 Contingency Item List are numbered consecutively, as follows: D-1 through D-4.

(NO TEXT ON THIS PAGE)

COL. 1 ITEM NUMBER	COL. 2 CLASSIFICATION	COL. 3 UNIT	COL. 4 UNIT PRICE
For work to be done under the following items beginning with the prefix "JB-", see applicable sections in the JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN booklet issued August 1, 2005			
<b>TIME WARNER CONTINGENCY ITEMS</b>			
JB 100.1(TW)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION	EA	\$ 550.00
JB 101.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS UP TO & INCLUDING 24" DIAMETER	EA	\$ 2,000.00
JB 102.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER	EA	\$ 3,000.00
JB 103.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER	EA	\$ 3,500.00
JB 104.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER	EA	\$ 4,000.00
JB 105.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER	EA	\$ 4,200.00
JB 106.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER	EA	\$ 4,400.00
JB 107.1(TW)	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER	EA	\$ 4,500.00
JB 110.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" TO 36" DIAMETER	EA	\$ 1,400.00
JB 111.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" TO 48" DIAMETER	EA	\$ 1,500.00
JB 112.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" TO 54" DIAMETER	EA	\$ 1,600.00
JB 113.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" TO 60" DIAMETER	EA	\$ 1,800.00
JB 114.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" TO 72" DIAMETER	EA	\$ 2,000.00
JB 115.1(TW)	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" TO 84" DIAMETER	EA	\$ 2,200.00
JB 200(TW)	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	\$ 150.00
JB 225(TW)	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	\$ 2,800.00
JB 226(TW)	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	\$ 1,400.00
JB 227(TW)	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	\$ 1,400.00
JB 300(TW)	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	\$ 150.00
JB 330T1(TW)	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH	L.F.	\$ 100.00
JB 400(TW)	TEST PITS FOR UTILITY FACILITIES	C.Y.	\$ 175.00
JB 401(TW)	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	\$ 200.00
JB 401AC(TW)	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	\$ 75.00
JB 402.1(TW)	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH OUT CONCRETE ENCASEMENT	L.F.	\$ 35.00
JB 402.1A(TW)	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 45.00

COL. 1 ITEM NUMBER	COL. 2 CLASSIFICATION	COL. 3 UNIT	COL. 4 UNIT PRICE
JB 402.2(TW)	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	L.F.	\$ 25.00
JB 402.2A(TW)	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	\$ 35.00
JB 405.1(TW)	TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	\$ 150.00
JB 405.2(TW)	TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRED SHEETING	C.Y.	\$ 200.00
JB 406(TW)	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	\$ 150.00
JB 500(TW)	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	\$ 4.00
JB 501(TW)	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	\$ 200.00
JB 501.1(TW)	REMOVAL OF ABANDONED CABLE TELEVISION SIDEWALK PULL BOXES	EA	\$ 500.00
JB 603T.1(TW)	INSTALL 1 ea. 2", 4" or 1 1/4" QUAD (PVC or STEEL) IN ANY COMBINATION	L.F.	\$ 5.00
JB 603T.2(TW)	INSTALL 2 ea. 2", 4" or 1 1/4" QUAD (PVC or STEEL) IN ANY COMBINATION	L.F.	\$ 8.00
JB 603T.3(TW)	INSTALL 4 ea. 2", 4" or 1 1/4" QUAD (PVC or STEEL) IN ANY COMBINATION	L.F.	\$ 12.00
JB 636EG(TW)	ADJUSTMENT OF UTILITY HARDWARE	EA	\$ 500.00
JB 638N(TW)	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	C.Y.	\$ 1,054.00
JB 638R(TW)	BREAKOUT & REMOVE UTILITY STRUCTURE	C.Y.	\$ 350.00
JB 800(TW)	MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 190.00
JB 801(TW)	MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 80.00
<b>EMPIRE CITY SUBWAY CONTINGENCY ITEMS</b>			
JB 100.1(ECS)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION &/OR TEST PITS (TYPE 1)	EA	\$ 595.00
JB 100.5(ECS)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION &/OR TEST PITS (TYPE 5)	EA	\$ 1,697.00
JB 100.6(ECS)	UTILITIES CROSSING TRENCH FOR CB CHUTE CONNECTION &/OR TEST PITS (TYPE 6)	EA	\$ 1,707.00
JB 108.6(ECS)	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCL. 12" DIAMETER (TYPE 6)	EA	\$ 2,313.00
JB 227(ECS)	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCE	EA	\$ 1,463.00
JB 303(ECS)	FURNISH, DELIVER & INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	\$ 43.00
JB 330T2.1(ECS)	COMMUNICATION FACILITY OPERATOR(S) REQUESTS TRENCH TO BE WIDENED	L.F.	\$ 232.00
JB 330T2.2(ECS)	COMMUNICATION FACILITY OPERATOR(S) REQUESTS TRENCH OR SHEETING BE MOD.	L.F.	\$ 326.00
JB 402T.1A(ECS)	EXIST. CONC. ENC. TELECOMMUNICATION CONDUITS PLACED IN FINAL POS. W/CONC.	L.F.	\$ 53.00
JB 402T.2A(ECS)	EXIST. NON-CONC. ENC. TELECOMMUNICATION CONDUITS PLACED IN FINAL POS. W/CONC.	L.F.	\$ 44.00
JB 410.1 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME UP TO AND INCLUDING 20% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN 5 FEET	C.Y.	\$ 294.00

COL. 1 ITEM NUMBER	COL. 2 CLASSIFICATION	COL. 3 UNIT	COL. 4 UNIT PRICE
JB 410.4 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN 5 FEET	C.Y.	\$ 486.00
JB 410.7 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 40%, UP TO AND INCLUDING 60% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN 5 FEET	C.Y.	\$ 246.00
JB 410.8 (ECS)	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN 5 FEET	C.Y.	\$ 445.00
JB 636EG(ECS)	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75")	EA	\$ 540.00
JB 800(ECS)	MODIFICATIONS OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	\$ 241.00
JB 801(ECS)	MODIFICATIONS OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	\$ 76.00

**(NO TEXT ON THIS PAGE)**



## M/WBE PROGRAM

### SUBCONTRACTOR UTILIZATION PLAN – SCHEDULE B

Subcontractor Utilization Plan (Schedule B): The Subcontractor Utilization Plan (Schedule B) for this Contract is set forth on the following pages of this Bid Booklet. The Subcontractor 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 a Subcontractor Utilization Plan (Part II) with its bid.

Contract Provisions: Contract provisions regarding the participation of MWBE firms are set forth in Article 77 of the Contract. The bidder is advised to review these contract provisions.

Waiver: The bidder may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Article 77 of the Contract (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 Target Subcontracting Percentage is set forth in the Subcontractor Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete the Subcontractor Utilization Plan (Part II) set forth on the following pages. Subcontractor Utilization Plans which do not include the required affirmations will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Subcontractor Utilization Plan, Part III). In the event that the City determines that the bidder has submitted a Subcontractor Utilization Plan where the required affirmations are completed but other aspects of the Plan are not complete, or contain a copy or computation error that is at odds with the affirmation, 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 plan 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) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If 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.

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

PIN#: 8502012HW0013C

THE CITY OF NEW YORK

**SCHEDULE B - Subcontractor Utilization Plan - Part I: Agency's Target**

This page to be completed by contracting agency

**Contract Overview**

Pin # 8502012HW0013C FMS Project ID#: HWMWTCA6A  
 Project Title Reconstruction of Broadway Phase I, Manhattan  
 Contracting Agency Department of Design and Construction  
 Agency Address 30-30 Thomson Ave City Long Island City State NY Zip Code 11101  
 Contact Person Alicia Williams Title MWBE Liaison & Compliance Analyst  
 Telephone # 718) 391-2610 Email williamal@ddc.nyc.gov

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

RECONSTRUCTION OF BROADWAY  
 PHASE I  
 FROM RECTOR STREET TO ANN STREET  
 INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
 TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK  
 Together With All Work Incidental Thereto  
 BOROUGH OF MANHATTAN  
 CITY OF NEW YORK

- (1) ☒ **Target Subcontracting Percentage**  
 Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

EXEMPT %

**Subcontractor Participation Goals\***

Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	UNSPECIFIED %	0 %
Hispanic American	UNSPECIFIED %	0 %
Asian American	UNSPECIFIED %	No Goal
Caucasian Female	No Goal	0 %
<b>Total Participation Goals</b>	<b>(2) 0 %</b>	<b>(3) 0 %</b>

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

**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan**

This page and the next (Part II herein) are to be completed by the bidder/proposer. **AFFIRMATIONS:** Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer ☐ **AFFIRMS** or ☐ **DOES NOT AFFIRM** [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer ☐ **AFFIRMS** that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

☐ **AFFIRMS** that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

☐ **DOES NOT AFFIRM**

**Section I: Prime Contractor Contact Information**

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

**Section II: General Contract Information****1. Define the industry in which work is to be performed.**

- Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance. This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
- Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

**a. Type of work on Prime Contract (Check one):**

☐ **Construction** ☐ **Professional Services**

**b. Type of work on Subcontract (Check all that apply):**

☐ **Construction** ☐ **Professional Services** ☐ **Other**

**2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts?** \_\_\_\_\_ %

**3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?** ☐ **Yes** ☐ **No**

**Section III: Subcontractor Utilization Summary**

**IMPORTANT:** If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p.9).

**Step 1:**

Calculate the percentage (of your total bid) that will go towards subcontracts under \$ 1M for construction and/or professional services

**Subcontracts under \$1M (4)**  
(construction/professional services)

**Total Bid/Proposal Value**

**Calculated Target Subcontracting Percentage**

\$ \_\_\_\_\_ ÷ \$ \_\_\_\_\_ X 100 = \_\_\_\_\_ %

- Subcontracts under \$1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 6, at line (1).**

**NOTE:** The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 6, Line (1).

**SCHEDULE B - Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan – cont.****Step 2:**

Calculate value of subcontractor participation goals

**Subcontracts under \$1M**  
(construction/professional services)

- a. Copy value from Step 1, line (4) – the total value of all expected subcontracts Under \$1M for construction and/or professional services

\$ \_\_\_\_\_

↓ ↓

- b. • From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services.  
• If all subcontracts under \$1M are in one industry, enter "0" for the industry with no subcontracts.  
• Amounts listed on these lines should add up to the value from line a.

**Construction****Professional Services****Subcontracts under \$1M by industry**

- For Construction enter percentage from line (2) from Page 6.  
• For Professional Services enter percentage from line (3) from Page 6.
- c. • **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**

**Total Participation Goals**

x \_\_\_\_\_ %

x \_\_\_\_\_ %

- d. **Value of Total Participation Goals**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Step 3:**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by Type of work, not by name of subcontractor

- ✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

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

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, 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 subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or If the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

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

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**SCHEDULE B - PART III - REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE**

**Contract Overview**

Tax ID # \_\_\_\_\_ FMS Vendor ID # \_\_\_\_\_  
 Business Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone # \_\_\_\_\_ Email \_\_\_\_\_  
 Type of Procurement ☐ Competitive Sealed Bids ☐ Other Bid/Response Due Date \_\_\_\_\_  
 PIN # (for this procurement) \_\_\_\_\_ Type of work on Prime Contract \_\_\_\_\_ Type of work on Subcontract (Check all that apply):  
 (Check one):  
☐ Construction ☐ Construction ☐ Other  
☐ Professional Services ☐ Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)  
 \_\_\_\_\_ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver  
 \_\_\_\_\_ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

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

- ☐ Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- ☐ Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- ☐ Other \_\_\_\_\_

**References**

List 3 most recent contracts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____

List 3 most recent contracts/subcontracts performed for other agencies/entities (complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK. _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK. _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK. _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		

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

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

*Shaded area below is for agency completion only*

**AGENCY CHIEF CONTRACTING OFFICER APPROVAL**

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

**CITY CHIEF PROCUREMENT OFFICER APPROVAL**

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

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## APPRENTICESHIP PROGRAM REQUIREMENTS

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

  ✓   YES

       NO

### (1) Apprenticeship Program Requirements

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

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

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

### (2) Apprenticeship Program Questionnaire

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

**PROJECT ID: HWMWTCA6A**

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

- YES                      NO

- YES            NO

- \_\_\_\_\_ YES NO

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

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



**SAFETY QUESTIONNAIRE**

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

**1. Bidder Information:**

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

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

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

\_\_\_\_\_ Greater than ten (10) employees

\_\_\_\_\_ Company has previously worked for DDC

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

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

**3. Experience Modification Rate:**

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

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

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

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

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

#### 4. OSHA Information:

\_\_\_\_\_ Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

\_\_\_\_\_ Contractor has had an incident requiring OSHA notification within 8 hours (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

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

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

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)**

\_\_\_\_\_ Contractor previously audited by the DDC Office of Site Safety.

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

\_\_\_\_\_ Accident on previous DDC Project(s).

\_\_\_\_\_ 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].

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

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

(NO TEXT ON THIS PAGE)

## Pre-Award Process

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

\*\*\*\*\*

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 25 through 27 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) **Schedule of Aged Accounts Receivable,** including portion due within ninety (90) days.

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

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

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

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

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

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

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

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

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

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



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

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

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

(NO TEXT ON THIS PAGE)

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

(NO TEXT ON THIS PAGE)

## VENDEX COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

**(NO TEXT ON THIS PAGE)**

# Certificate of No Change Form



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

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

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

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

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

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

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

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

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

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

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

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

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

# Principal Questionnaire

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



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

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

## Certification *This section is required.*

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

**Certified By:**

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

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

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

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

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

**Notarized By:**

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

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

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

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

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



# Certificate of No Change Form



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

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

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

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

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

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

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

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

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

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

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

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

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

## Principal Questionnaire

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



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

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

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

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

**Certified By:**

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

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

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

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

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

**Notarized By:**

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

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

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

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

## IRAN DIVESTMENT ACT COMPLIANCE RIDER

### FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

*[Please Check One]*

**BIDDER'S CERTIFICATION**

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

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

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

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

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

Dated:

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

**CONSTRUCTION  
EMPLOYMENT  
REPORT**

**(NO TEXT ON THIS PAGE)**



## Division of Labor Services

### 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. Would your company 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
3. Please indicate if you would like assistance from SBS in identify certified M/WBEs for contracting opportunities: Yes \_\_\_\_\_ No \_\_\_\_\_
4. Is this project subject to a Project labor Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

#### PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. \_\_\_\_\_  
Employer Identification Number or Federal Tax I.D.
6. \_\_\_\_\_  
Company Name
7. \_\_\_\_\_  
Street Address      City      State      Zip Code
8. \_\_\_\_\_  
(Chief Operating Officer) First Name      Last Name      Telephone Number      Fax Number
9. \_\_\_\_\_  
Designated Equal Opportunity Compliance Officer (if same as Item #8, write "Same")      Telephone Number
10. \_\_\_\_\_  
Name of Prime Contractor and Contact Person (if same as item #6, write "Same")
11. Number of employees in your company: \_\_\_\_\_
12. Contract information:
  - (a) \_\_\_\_\_ Contracting Agency (City Agency)
  - (b) \_\_\_\_\_ Contract Amount
  - (c) \_\_\_\_\_ Procurement Identification Number (PIN)
  - (d) \_\_\_\_\_ Contract Registration Number (CT#)
  - (e) \_\_\_\_\_ Project Commence Date
  - (f) \_\_\_\_\_ Projected Completion Date

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(g) Description and location of proposed contract:

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13. 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 the certificate.

14. 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 the 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**

15. 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: First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Contract No. : \_\_\_\_\_ Telephone: \_\_\_\_\_

16. 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 24 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.

17. 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.

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Revised 11/03



## PART II: DOCUMENTS REQUIRED

18. 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?

19. 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 ____ |

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

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21. 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:

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

- |                                   |           |          |
|-----------------------------------|-----------|----------|
| (a) Prior to the job offer        | Yes _____ | No _____ |
| (b) After a conditional job offer | Yes _____ | No _____ |
| (c) After a job offer             | Yes _____ | No _____ |
| (d) To all applicants             | Yes _____ | No _____ |
| (e) Only to some applicants       | Yes _____ | No _____ |

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

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

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

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

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

24. 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.

25. 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.

26. 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.

27. Are there any jobs for which there are physical qualification? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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Revised 11/09



## Division of Labor Services

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

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

**NOTE:** All proposed subcontractors with a subcontract in excess of \$1,000,000 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 A: Asian B: Black N: Native American H: Hispanic F: Female

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Revised 11/99



Small Business  
Services

## Division of Labor Services

### FORM B: PROJECTED WORKFORCE TRADE CLASSIFICATION CODES

(J) Journey level Workers  
(H) Helper  
(TOT) Total by Column

(A) Apprentice  
(TRN) Trainee

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

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

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

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

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

A \_\_\_\_\_

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

TOT \_\_\_\_\_

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.

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

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Revised 11/89



Small Business  
Services

## Division of Labor Services

### FORM B: PROJECTED WORKFORCE TRADE CLASSIFICATION CODES

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

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

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

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

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

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

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

#### Males

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
------------------------------	------------------------------	--------------	--------------	------------------------	------------------------------	------------------------------	--------------	--------------	-------------------------

#### Females


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

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_  
Revised 11/09

Page 7 of 15

NYC Dept. of Small Business Services, Division of Labor Services, Contract Compliance Unit, 110 William Street, NY, NY 10038  
Phone: (212) 513 - 6323 Fax: (212) 618 - 8879



Small Business  
Services

## Division of Labor Services

### FORM C: CURRENT WORKFORCE TRADE CLASSIFICATION CODES

(J) Journey level Workers  
(H) Helper  
(TOT) Total by Column

(A) Apprentice  
(TRN) Trainee

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

Trade: _____	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.
Total (Col. #1-10): _____	J									
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10) _____	H									
Total Female (Col. #6 - 10): _____	A									
	TRN									
	TOT									

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

FOR OFFICIAL USE ONLY: File No. \_\_\_\_\_  
Revised 1/09



## Division of Labor Services

### FORM C: CURRENT WORKFORCE TRADE CLASSIFICATION CODES

(J) Journey level Workers  
(H) Helper  
(TOT) Total by Column

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

Trade: _____	Males					Females								
	(1)		(2)		(3)	(4)		(5)	(6)		(7)	(8)	(9)	(10)
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Asian Hisp.	Asian Non Hisp.	Native Amer.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Asian Hisp.	Asian Non Hisp.	Native Amer.
Total (Col. #1-10):	J													
Total Minority, Male & Female (Col. #2, 3, 4, 5, 7, 8, 9 & 10)	H													
Total Female (Col. #6 - 10):	A													
	TRN													
	TOT													

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



# Division of Labor Services

Date \_\_\_\_\_

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

## LESS THAN \$750,000 SUBCONTRACT CERTIFICATE

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

**M/WBE** Yes \_\_\_\_\_ No \_\_\_\_\_  
**WBE** Yes \_\_\_\_\_ No \_\_\_\_\_

**MBE** Yes \_\_\_\_\_ No \_\_\_\_\_  
**LBE** Yes \_\_\_\_\_ No \_\_\_\_\_

If you are certified as an **M/WBE, MBE, WBE,**  
or **LBE**, 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**

\_\_\_\_\_  
*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*

\_\_\_\_\_  
*Contracting Agency*

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

\_\_\_\_\_  
*Borough* *Project Number* *Pin Number* *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.

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

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Revised 11/09



## SIGNATURE PAGE

(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 requirement for the contractors and subcontractors working on this construction project. 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.

**Please attach your M/WBE Compliance Report.**

**Only original signatures accepted.**

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

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

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

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



## Division of Labor Services

### WHO MUST FILE AN EMPLOYMENT REPORT

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

CONTRACTOR	CONTRACT VALUE	Submission Requirement
Prime Contractor	\$1,000,000 or greater ( <i>city, state</i> )	Construction Employment Report
	\$10,000 or greater ( <i>federally and/or federally assisted</i> )	
Subcontractor	\$750,000 or greater	Construction Employment Report
	Less than \$750,000	Less than \$750,000 Certificate
	\$10,000 or greater ( <i>federally and/or federally assisted</i> )	Construction Employment Report

### WHERE TO FILE

ERs must be filed directly with the Division of Labor Services (DLS).

### 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.**
  - 1a. If the City is allocating funds to this project, you must provide the name of the contracting agency.
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

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Revised 11/09

The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months 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 DLS Approval.

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities.
- 3a. Please provide a copy of your project labor agreement which is negotiated through an employer trade association.

## **HOW TO COMPLETE THE EMPLOYMENT REPORT**

### **Contents**

#### **General Information**

#### **Part I: Company/Contract 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**

- Question 5: Please provide the Employer Identification Number or Federal Tax I.D.
- Questions 6 – 9: Please provide the requested company information. All contracts must have a designated Equal Employment Officer.
- Question 10: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 11: Please indicate how many employees are in your company.
- Question 12 (a-f): Please provide all relevant information requested in 12 (a) to (f).
- Question 12(g): 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 their contractor.
- Questions 13 – 15: 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 16: 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;

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

- Include copies of all corrective actions and documentation of OFCCP's performance; and
- Provide a copy of all stated OFCCP findings.

Question 17: 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 18a – 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. 18a, 18b, etc.)

Questions 19a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 20: Inquires into where and how I-9 forms are maintained and stored.

Questions 21a – 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 22: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 23: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 24: 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 25: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

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

Question 26: 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 27: 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.

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Question 28: 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.

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

(NO TEXT ON THIS PAGE)





NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

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**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 1 OF 3**

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

FROM RECTOR STREET TO ANN STREET

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK

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

---

*Contractor.*

---

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

---





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

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

**LAW**

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

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

**FEBRUARY 23, 2012**

NYS DOT PIN X759.14  
Fed. Aid Project No. \_\_\_\_\_

Bid Opening 11:00 A.M. on  
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



**2-083**



**Performance Bond #2 (Pages 82 to 85): Use if the total contract price is more than \$5 Million.**

BOND NO. SU1121041

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS,**

That we, MEF CONTRACTING CORPORATION

335 CENTER AVENUE, MAMARONECK, NY 10543

hereinafter referred to as the "Principal,"

and, ARCH INSURANCE COMPANY

THREE PARKWAY, SUITE 1500, PHILADELPHIA, PA 19102

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of FORTY ONE MILLION SIX HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED TWELVE AND 47/100

(\$ 41,666,412.47 ) 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 BROADWAY FROM RECTOR STREET TO ANN STREET ETC. - BOROUGH OF MANHATTAN

HMMWTCAG6A

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 82 to 85): 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 82 to 85): 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

24TH

day of APRIL

20 13

(Seal)

MEFM CONTRACTING CORPORATION

(L.S.)

Principal

By: Michael R. F.

(Seal)

ARCH INSURANCE COMPANY

(Seal)

Surety

By: Susan Lupski

SUSAN LUPSKI, ATTORNEY-IN-FACT

(Seal)

Surety

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

(Seal)

Surety

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

(Seal)

Surety

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

Bond Premium Rate \$14.45/M Sliding Scale

Bond Premium Cost \$302,548.00

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 82 to 85): 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 26<sup>th</sup> day of April, 20 13 before me personally  
came Michael Petrucci  
to me known, who, being by me duly sworn did depose and say that he resides  
at Purchase, NY 10577; that he/she is the President  
of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the  
foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.  
Doreen Walcott  
Notary Public or Commissioner of Deeds. Notary Public, State of New York  
No. 01DA5029895  
Qualified in Westchester County  
Commission Expires July 5, 2014

**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.**



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

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, George O. Brewster, Gerard S. Macholz, Kristy Caporale, Lee Ferrucci, Rita Sagistano, Robert T. Pearson, Susan Lupski and Thomas Bean of Garden City, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

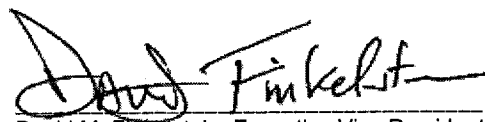
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28<sup>th</sup> day of January, 2013.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

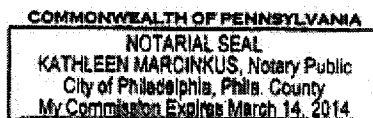



  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




  
Kathleen Marcinkus, Notary Public  
My commission expires 03/14/2014

#### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 28, 2013 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_ day of APR 24 2013 20\_\_\_\_.

  
Patrick K. Nails, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102

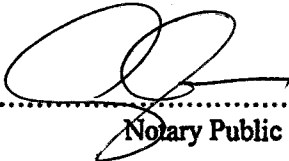


ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ..... New York ..... } ss  
COUNTY OF ..... Nassau ..... }

On this ..... APRIL 24, 2013 ..... before me personally came SUSAN LUPSKI .....  
to me know, who, being by me duly sworn, did depose and say; that he/she resides in  
..... NASSAU COUNTY ..... State of NEW YORK ..... that he/she is the Attorney-In-Fact of the  
ARCH INSURANCE COMPANY ..... the corporation described in which  
executed the above instrument; that he/she knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that is was so affixed by order of  
the Board of Directors of said corporation; and that he/she signed his/her name thereto by  
like order; and the affiant did further depose and say that the Superintendent of Insurance  
of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State  
of New York, issued to ARCH INSURANCE COMPANY ..... (Surety) his/her  
certificate of qualification evidencing the qualification of said Company and its  
sufficiency under any law of the State of New York as surety and guarantor, and the  
propriety of accepting and approving it as such; and that such certificate has not been  
revoked.

GRACE ACKERSON  
Notary Public, State of New York  
Nassau County  
Lic. #01AC6111590  
Term Expires June 14, 2016

  
.....  
Notary Public

NY acknowledgment



ARCH INSURANCE COMPANY  
STATEMENT OF FINANCIAL CONDITION  
December 31, 2012

Assets

Cash in Banks	\$ 142,123,391
Bonds owned	1,626,957,843
Stocks	335,746,944
Premiums in course of collection	199,715,124
Accrued interest and other assets	392,357,134

Total Assets	<u>\$ 2,696,900,436</u>
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Liabilities


Reserve for losses and adjustment expenses	\$ 1,138,208,564
Reserve for unearned premiums	328,958,704
Ceded reinsurance premiums payable	179,607,905
Amounts withheld or retained by company for account of others	173,229,865
Reserve for taxes, expenses and other liabilities	313,412,183

Total Liabilities	2,133,417,221
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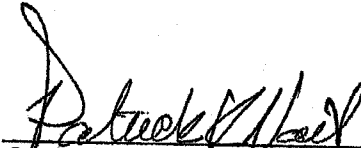
Surplus as regards policyholders	<u>563,483,215</u>
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Total Surplus and Liabilities	<u>\$ 2,696,900,436</u>
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By:

  
\_\_\_\_\_  
Senior Vice President, Chief  
Financial Officer and Treasurer

Attest:

  
\_\_\_\_\_  
Senior Vice President,  
General Counsel and Secretary

State of New York )

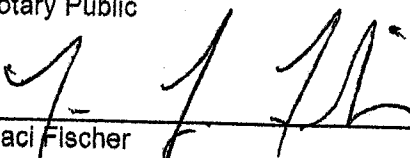
SS

County of Hudson )

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2012.

Subscribed and sworn to before me, this 12 day of March, 2013.

Notary Public

  
\_\_\_\_\_  
Traci Fischer

Traci J. Fischer  
Notary Public, State of New Jersey  
No. 2409092  
Qualified in Hudson County  
Commission Expires May 31, 2016





**Payment Bond (Pages 86 to 89):** Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

BOND NO. SU1121041

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS, That we,** \_\_\_\_\_

MFMC CONTRACTING CORPORATION

335 CENTER AVENUE, MAMARONECK, NY 10543

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

ARCH INSURANCE COMPANY

THREE PARKWAY, SUITE 1500, PHILADELPHIA, PA 19102

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

FORTY ONE MILLION SIX HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED TWELVE AND 47/100

41,666,412.47  
(\$ \_\_\_\_\_) 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 BROADWAY FROM RECTOR STREET TO ANN STREET, ETC. - BOROUGH OF MANHATTAN  
HMMWTCA6A

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

CITY OF NEW YORK



**Payment Bond (Pages 86 to 89): 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 each 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 materialman 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 86 to 89):** 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 24TH day of APRIL, 2013.

(Seal)

MFMC CONTRACTING CORPORATION (L.S.)

Principal

By: Michael V. [Signature]

(Seal)

ARCH INSURANCE COMPANY

Surety

By: Susan Lupski [Signature]

SUSAN LUPSKI, 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 86 to 89):** 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 26<sup>th</sup> day of April 2013, before me personally came Michael Petriello to me known, who, being by me duly sworn did depose and say that he resides at Purchase NY 10577 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.

Donna L. D'Alesandro  
Notary Public or Commissioner of Deeds

DOONNA L. D'ALESSANDRO  
Notary Public, State of New York  
No. 01DA5029895  
Qualified in Westchester County  
Commission Expires July 5, 2014

**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.





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

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Maitland, Colette R. Chisholm, George O. Brewster, Gerard S. Macholz, Kristy Caporale, Lee Ferrucci, Rita Sagistano, Robert T. Pearson, Susan Lupski and Thomas Bean of Garden City, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

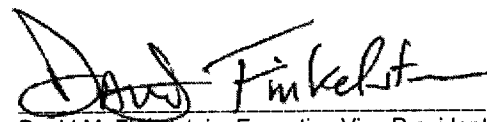
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28<sup>th</sup> day of January, 2013.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

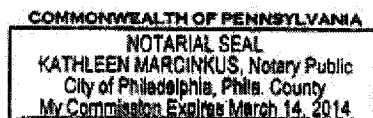



  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




  
Kathleen Marcinkus, Notary Public  
My commission expires 03/14/2014

#### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 28, 2013 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

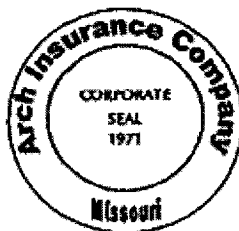
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this APR 24 2013 day of APRIL, 2013.

  
Patrick K. Nails, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102

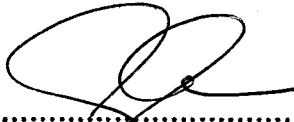


ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF .....New York.....} ss  
COUNTY OF .....Nassau.....}

On this .....APRIL 24, 2013....., before me personally came.....SUSAN LUPSKI.....  
to me know, who, being by me duly sworn, did depose and say; that he/she resides in  
.....NASSAU COUNTY....., State of.....NEW YORK....., that he/she is the Attorney-In-Fact of the  
ARCH INSURANCE COMPANY.....the corporation described in which  
executed the above instrument; that he/she knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that is was so affixed by order of  
the Board of Directors of said corporation; and that he/she signed his/her name thereto by  
like order; and the affiant did further depose and say that the Superintendent of Insurance  
of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State  
of New York, issued to.....ARCH INSURANCE COMPANY.....(Surety) his/her  
certificate of qualification evidencing the qualification of said Company and its  
sufficiency under any law of the State of New York as surety and guarantor, and the  
propriety of accepting and approving it as such; and that such certificate has not been  
revoked.

GRACE ACKERSON  
Notary Public, State of New York  
Nassau County  
Lic. #01AC6111590  
Term Expires June 14, 2016

  
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Notary Public

NY acknowledgment



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December 31, 2012

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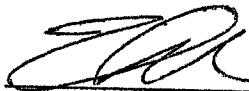
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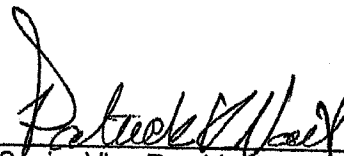
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Total Surplus and Liabilities	<u>\$ 2,696,900,436</u>
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By:

  
\_\_\_\_\_  
Senior Vice President, Chief  
Financial Officer and Treasurer

Attest:

  
\_\_\_\_\_  
Senior Vice President,  
General Counsel and Secretary

State of New York )

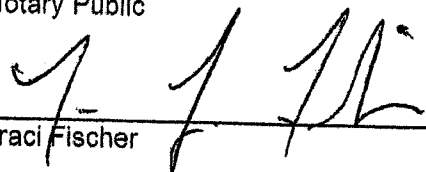
SS

County of Hudson )

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and  
Patrick Kenneth Nalls, Senior Vice President, General Counsel and Secretary being duly sworn,  
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct  
statement of financial condition of said company, as of December 31, 2012.

Subscribed and sworn to before me, this 12 day of March, 2013.

Notary Public

  
\_\_\_\_\_  
Traci Fischer

Traci J. Fischer  
Notary Public, State of New Jersey  
No. 2409092  
Qualified in Hudson County  
Commission Expires May 31, 2016





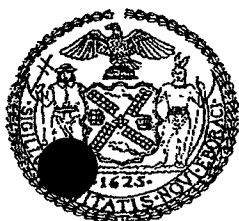
**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF INFRASTRUCTURE**

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

**VOLUME 2 OF 3**

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED  
FOR:



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

**MARCH 3, 2010**





## **NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS**

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

## WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
  - (a) 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 (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
  - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
  - (c) 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:
    - (i) 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
    - (ii) the rights and remedies afforded to its employees under New York City 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.
  - (d) For the purposes of this rider, "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.
  - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

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

**INFORMATION FOR BIDDERS**

**SEPTEMBER 2008**

(NO TEXT ON THIS PAGE)

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

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## INFORMATION FOR BIDDERS

### 1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

### 2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

### 3. Definitions

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

### 4. Invitation For Bids and Contract Documents

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

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

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

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

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

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

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



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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

#### 27. Failure to Execute Contract

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

#### 28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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



32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 38. Bid Submission Requirements

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

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

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

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

**FAILURE TO SUBMIT ITEMS (4) THROUGH (10)  
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

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

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THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

## I. POLICY ON SITE SAFETY

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

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- ❑ New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 753
- ❑ NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

## II. PURPOSE

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

## III. DEFINITIONS

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

**Competent Person:** As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

**Construction Safety Auditor:** A representative of the QACS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

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Technical Support Division – Bureau of Quality Assurance and Construction Safety

**Construction Safety Unit:** A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

**Construction Superintendent:** A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

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

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

**Job Hazard Assessment (JHA):** A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

**Jobsite Safety Coordinator:** A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

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

**Resident Engineer (RE) / Construction Project Manager (CPM):** Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

**Safety Program:** Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

**Site Safety Plan:** A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

**Weekly Safety Meetings:** Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

#### **IV. RESPONSIBILITIES**

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

##### **A. Resident Engineer / Construction Project Manager / Construction Manager**

- Monitors the issuance of safety-related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project-related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

##### **B. Contractors**

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.



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- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

## V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

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

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

## VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

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

1. **Responsibility and Organization:** Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
2. **Communication:** Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
3. **Job Hazard Assessment:** A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
4. **Accident/Exposure Investigation:** Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
5. **Hazard Correction:** Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards.
6. **Training:** Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

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7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection

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- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

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

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by DDC personnel.

#### **VIII. EVALUATION DURING WORK IN PROGRESS**

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

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved ). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

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- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

**IX. SAFETY PERFORMANCE EVALUATION**

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

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**CITY OF NEW YORK**  
**STANDARD CONSTRUCTION CONTRACT**

**SEPTEMBER 2008**

**(NO TEXT ON THIS PAGE)**



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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 content 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 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.

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 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.

2.1.4 "City" shall mean the City of New York.

2.1.5 **"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.

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

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

2.1.8 **"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.

2.1.9 **"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.

2.1.10 **"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.

2.1.11 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), 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.

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

2.1.13 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be.

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

2.1.15 **"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.

2.1.16 **"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.

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

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

2.1.19 **"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.

2.1.20 **"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.

2.1.21 **"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.

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

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

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

2.1.25 **"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.

2.1.26 **"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.

2.1.27 **"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.

2.1.28 **"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.

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

2.1.30 **"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, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.31 **"Substantial Completion"** shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely, complete.

2.1.32 **"Treasurer"** shall mean the Commissioner of the Department of Finance of the City of New York.

2.1.33 "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 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 Department of Environmental Protection.

5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code of the City ("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 work 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 New York City Department of Environmental Protection. In addition, the Contractor's certified Construction Noise Mitigation Plan is subject inspection by the Department of Environmental Protection in accordance with 15 RCNY §28-101. No Contract work may take place at a worksite 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 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 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.

#### 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 to fulfill the requirements of this Article 5.4.2, where the Commissioner of the New York 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 City agencies and Contractors. Any such determination shall expire after six months unless renewed.

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the 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 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 is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the 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 Agency issuing this solicitation.

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 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 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 calendar 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)(1) Where the 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 those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) 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, 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)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(1) and 5.4.3(d)(2) above, 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)(4) Contractors 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 Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the 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. Contractors 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) 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 and ten thousand 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 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 Department the following information:

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) 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(4) 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(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) 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.

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 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 of New York 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 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 terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower 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.

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 horsepower (HP) rating of 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.

## **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 the persons and 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 notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The **Contractor's** notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the **City of New York** as **Additional Insured** as well as [the **Contractor**] as **Named Insured**." The **Contractor's** notice to the insurance carrier shall contain the following information: the name of the **Contractor**, the number of the **Contract**, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the **Contractor** shall provide copies of such notice to the **Comptroller** and the **Commissioner**. Notice to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. Notice to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions.

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 indemnify, defend and hold the **City**, its employees and agents (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 **Contractor** waives all rights against the **City** for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance-applicable to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**.

7.6 The provisions of this Article 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 **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **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 herein, 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 with this **Contract**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule 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**; 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** 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 enable the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

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

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

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

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay, by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully 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 arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this article.



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

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

## **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** shall determine 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 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to this **Contractor's** failure to comply with the **Engineer's** direction 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 **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 suit based upon such claim and if any judgment or claims (even if the allegations of the suit 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 and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **Commissioner** 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 officers, 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 **Commissioner** 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 **Commissioner** 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 **Commissioner** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the **Commissioner** or the Board.

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 **Commissioner** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **Commissioner** 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 bid amount;

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 **Commissioner** 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 **Commissioner** 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 **Commissioner** 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 **Commissioner**, 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 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, and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the **Work** as provided herein.

#### **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 in Articles 14.2.1 and 14.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, 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 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.4 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) Days after receipt of the **Contractor's** written request therefor.

14.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) Days after receipt of the **Contractor's** written request therefor.

14.6 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

#### **ARTICLE 15. LIQUIDATED DAMAGES**

15.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such 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 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 completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

## ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the specifications, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by this article. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Commissioner** 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, 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 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.

17.4 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is qualified or not qualified. If the proposed **Subcontractor** is not qualified, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted on the **Site** unless approved.

17.5 Before entering into any subcontract hereunder, the **Contractor** shall inform the **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall

expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.6 Documents given to a **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.

17.7 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.

17.8 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** have either their own insurance coverage or are covered by the **Contractor's** insurance as required by Article 22.

17.9 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:

17.9.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, and as to retained percentages, as are contained in this **Contract**.

17.9.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractors** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.9.3 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 its **Subcontractors** in excess of \$50,000 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.).

17.10 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 adjusted.

17.11 On **Contracts** where 100% 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.

17.12 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, or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, 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 or conveyance, 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 GUARANTY**

### ARTICLE 19. SECURITY DEPOSIT

19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** only after the sum retained under Article 21 equals the amount of the bid deposit, subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment.

19.2 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**:

19.2.1 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

19.2.2 To indemnify the **City** against any and all claims.

### ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where 100% performance bonds and payment bonds are executed, this article does not apply.



20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond, the **City** shall, in accordance with the terms of this article, guarantee payment of all lawful demands 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 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 this Article 20.3.

20.3.2 Nothing in this article 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**.

20.3.3 All demands made against the **City** pursuant to this article shall be made within four (4) months from the date payment is due on the invoice or invoices submitted by the beneficiary to the **Contractor** for labor or **Work** done or for materials or supplies delivered, or, if the demand is for wages, four (4) months from the date the wages were due to be paid to the beneficiary.

20.3.4 All demands made against the **City** by such beneficiary shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems 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.

20.3.5 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.

20.3.6 The **City** will not initiate the payment process of this article or make payment on a demand where the beneficiary making the demand has filed a lien against the **Work** or otherwise sues the **City** prior to receiving a written notice from the **City** that it will not pay the demand.

20.3.7 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorney's fees.

20.4 Upon the receipt by the **City** of a demand pursuant to this article, 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.

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**.

20.4.2 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 lien has been filed, the terms and conditions set forth in Article 23 shall apply.

20.5 The provisions of this article 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, 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 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 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 his **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 within the one year limitations period set forth in Section 137(4)(b).

## **ARTICLE 21. RETAINED PERCENTAGE**

21.1 If this **Contract** requires 100% 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 100% performance and payment security and if the price for which this **Contract** was awarded does not exceed \$500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded exceeds \$500,000, 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: 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**), the **Contractor** shall effect 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 issued by companies that meet the standards of Article 22.2.1 and shall be primary (and non-contributing) to any insurance or self-insurance maintained by the **City**.

22.1.1. Commercial General Liability Insurance: The **Contractor** shall provide a Commercial General Liability Insurance policy covering the **Contractor** as Named Insured and the **City** as an Additional Insured. This policy shall protect the **City** and the **Contractor** from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made", and shall 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, Medical Payments, Independent Contractors, Personal Injury (Contractual Exclusion deleted), Explosion, Collapse and Underground Property, and Incidental Malpractice. If such insurance contains an aggregate limit, it shall apply separately to this **Project**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City**, together with its officials and employees, as an Additional Insured under this policy. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as either Insurance Services Office ("ISO") Form CG 20 10 (07/04 ed.) or Form CG 20 33 (07/04 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (07/04 ed.).

22.1.1(b) If this **Contract** is equal to or greater than Ten Million Dollars (\$10,000,000.00), each Commercial General Liability Insurance policy provided shall contain each of the following endorsements:

22.1.1(b)(i) The Duties in the Event of Occurrence, Claim or Suit condition of the policy is amended per the following: If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the **City of New York** as Additional Insured under this policy, such knowledge by an agent, servant, official, or employee of the **City of New York** will not be considered knowledge on the part of the **City of New York** of the "occurrence", "claim", or "suit" unless the following position shall have received notice thereof from such agent, servant, official, or employee: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department; and

22.1.1(b)(ii) Any notice, demand or other writing by or on behalf of the Named Insured to the Insurance Company shall also be deemed to be a notice, demand, or other writing on behalf of the **City** as Additional Insured. Any response by the Insurance Company to such notice, demand or other writing shall be addressed to Named Insured and to the **City** at the following addresses: Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, N.Y. 10007; and Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

22.1.2 Workers' Compensation Insurance and Disability Benefits Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Workers Compensation 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 qualifying for insurance pursuant to Article 22.1.4).

22.1.3 Employers' Liability Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, 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**.

22.1.5 Builders' Risk Insurance: The **Contractor** shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the **Work** performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the **Project** that may be in storage (on or off the **Site**) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the **City** held in their care, custody and/or control. Such policy shall name as insureds the **City**, the **Contractor**, and its **Subcontractors**. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The **City** and the **Contractor** shall be named as loss payee for the **Work** in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The **City** of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 Comprehensive Business Automobile Liability Insurance: The **Contractor** shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this **Contract**. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) If autos 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.

22.1.7 Pollution/Environmental Liability Insurance: The **Contractor** shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. 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, suit, or proceedings against the **City** arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as provided to the **Contractor** for this **Project**.

22.1.7(a) If such coverage 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 years from the time the **Work** under this **Contract** is completed.

#### 22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The **Contractor** shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this **Contract** including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The **Contractor** shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this **Contract** at or in the vicinity of a designated approved port or yard under this **Contract**. The policy shall provide coverage from the point of acceptance of care custody and control of any **City** vessel. The policy shall provide Bailee Coverage for any **City** vessel in the **Contractor's** care, custody and control and coverage for damage to property of others caused by any **City** vessel in the **Contractor's** care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The **Contractor** shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this **Contract** and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The **Contractor** shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the **City** (together with its officials and employees) as Additional Insured for 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. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The **Contractor** shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

#### 22.2 General Requirements for Insurance 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 AA, unless prior written approval is obtained from the Mayor's Office of Operations.

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 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 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the **Commissioner**, and to the **Comptroller**, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

### 22.3 Proof of Insurance:

22.3.1 Within ten (10) Days of award, the **Contractor** shall, for each policy required under this **Contract**, except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) Days of award. Accord forms are not acceptable proof of workers' compensation coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) Days prior to commencement of the Work.

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the City and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the City with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.

## 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 hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article 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.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The **Contractor** shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all policies covering **Work** performed by such **Subcontractor** under this **Contract**. The **City's** coverage as Additional Insured shall include the **City's** officials and employees and be at least as broad as that provided to the **Contractor**. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

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 If the **Contract** involves disposal of hazardous materials, the **Contractor** shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least \$2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The **Contractor's** failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this **Contract** on behalf of the **City**, or to do anything else required by this Article 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.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the **Contractor** or **Subcontractors** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions as are 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, and return the balance, if any, without interest, to the **Contractor**.

23.3 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Agency** and with the **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain, from the monies due or to become due under this **Contract**, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to Law.

## 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 guarantee are provided for.

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 or lessees of the premises.

## 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 **Laws** 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 **Department**.

## **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 a time and material basis 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 on a time and material basis 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.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes 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, 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 PRIMEDIA (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 PRIMEDIA (the "Blue Book"). The reasonable rental value is 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 percent of such rental rates; second shift shall be sixty percent of the first shift rate; and third shift shall be forty

percent of the first shift rate. Equipment on standby shall be reimbursed at one-third the prorated monthly rental rate. **Contractor**-owned equipment includes equipment from rental companies affiliated with or controlled by the **Contractor**, as determined by the **Commissioner**. In establishing cost reimbursement for non-operating contractor-owned 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 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 Reasonable rental costs of non-**Contractor**-owned 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

26.2.7 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 shall be based upon the Manual Rate for such insurance for the applicable work classifications/codes, in accordance with the most recent schedule promulgated by the New York Compensation Insurance Rating Board; plus

26.2.8 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.9 Ten (10%) 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

26.2.10 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus item 26.2.9, 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

26.2.11 Five (5%) percent of the total of items in Article 26.2.6, 26.2.7, and 26.2.8 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**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall

be computed in accordance with items 26.2.1 through 26.2.8. If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 26.2.9 through 26.2.11. If the cost of the omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

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 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this article 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 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 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 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 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, 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 disputed 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 **Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article 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 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. 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 **Agency 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 section 7-201 and 7-203 of the New York City 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 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 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;

27.6.1.1 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

27.6.2 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, 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 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 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 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 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 Corporation Counsel, the Director of the Office of Construction, 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 Laws 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.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this article 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.

#### **ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK**

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Extra Work** on a Time and Material Basis ordered by the **Commissioner** under Article 25, or is performing disputed **Work**, or complying with a determination or order under protest in accordance with Articles 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 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** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

#### **ARTICLE 29. OMITTED WORK**

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.



29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of Work omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted Work, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the Work, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

### **ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS**

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) Days shall be deemed a denial of the request. On failure of the **Contractor** to fully 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.

30.2 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, 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, 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, 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** or **Comptroller** 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** or **Comptroller** 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.

30.5 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 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** 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**, officer, 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 **Resident Engineer**, or any other officer, 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 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 hours in duration.

#### **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.

36.1.5 The aforesaid provisions of this article covering every **Contract** for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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 section 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 all information and reports including an Employment Report before the award of the **Contract** which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the 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.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the **Agency** declaring the **Contractor** to be non-responsible.

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 VIII of the Administrative Code;

36.5.2 every agreement between the **Contractor** and its **Subcontractors** in excess of \$50,000 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.); and

36.5.3 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**.

that: 37.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 220-d, as amended,

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) calendar **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**. Minimum wages shall be the rates fixed by Federal **Law** and regulations.

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.

37.4 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 wage scale as provided in Labor Law Section 220, as amended, or

37.4.1(b) Less than 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) and Minimum Wages (Article 37.2.6), the party responsible therefore 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 suits brought by the Corporation Counsel in the name of the **City**, in addition to damage for any other breach of this **Contract**, 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 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 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, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered



simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work 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 work 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 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 work 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 dollars, such notice shall also include a statement that, that each worker, laborer or mechanic 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 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, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3.1 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:** Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, 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**; 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 in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under 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 If this **Contract** is for an amount greater than \$1,000,000, 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 \$750,000, 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** or **Subcontractor(s)** 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.

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 with the provisions of this article 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 for 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** shall maintain on the **Site** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain pursuant to Labor Law Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. 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 original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Chapter VIII. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Engineer** that this Chapter VIII and the Labor Law, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

38.2 When directed by the **Engineer**, the **Contractor** or **Subcontractor** shall provide the **Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

#### **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** void.

### **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 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, 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 a month, 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 such satisfactory payment application, 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 **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 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 section 43.5 herein, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at a 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 NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the **Contractor** by 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 suppliers 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 When the **Work** in the opinion of the **Commissioner**, has been substantially but not entirely completed, he/she shall issue a certificate of **Substantial Completion**.

44.2 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.2.1 A Final Verified Statement of any and all alleged claims against the **City** and any pending dispute resolution procedures in accord with the **PPB Rules** and this **Contract**, 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.

44.2.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** 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 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, will have waived any such claims.

44.2.2 A **Final Approved Punch List**.

44.2.3 Where required, a request for a substantial or final extension of time.

44.3 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 where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a Certificate of **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.5 The **Contractor** acknowledges that nothing contained in this article 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. 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 and all alleged claims against the **City**, and any pending dispute resolution procedures in accord with the **PPB Rules** and this **Contract**, 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 Corporation Counsel of the **City** 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, is entitled 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 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 to 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 officers, 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, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Comptroller** 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 officer, 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 from commencing an action for breach of **Contract** under this provision to the extent permitted by Law and by the terms of the **Contract** 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 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 the 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.

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 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 a lawsuit 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 provision 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 complete 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 previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 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**.

54.4 The expense of such completion, 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**.

## **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 lawsuit, 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 lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date the **Commissioner** issues a Certificate of **Substantial Completion** pursuant to Article 44; except that: -

56.2.1 Any claims arising out of events occurring after the date the **Commissioner** issues a Certificate of **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies becomes 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 lawsuit 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 indemnify the **City** against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the **Work**, including all costs and expenses which the **City** shall or may incur or be obligated to pay by reason thereof.

#### **ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES**

58.1 No claim whatsoever shall be made by the **Contractor** against any officer, 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. SERVICES OF NOTICES**

59.1 The **Contractor** hereby designates the business 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. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit.

59.2 Such address 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, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies 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** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all supplies and materials, other than consumable supplies, 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 supplies and materials shall be in full payment and consideration for the sale of such supplies and materials herein.

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, etc., 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** and labor.

62.3 The purchase by the **Contractor** of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or City Sales or Compensation Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the **Contractor** to the **City** is exempt from the aforesaid sales or compensating use taxes. With respect to such supplies and materials, 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 supplies and materials, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such materials as the property of the **City**.

62.4 Title to all materials 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 supplies and materials to the **Site** and prior to its becoming a part of the permanent structure and/or construction. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of this **Contract**, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials 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 such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent structure and/or construction and that such subcontract agreements are in a form similar to this **Contract** with respect to the separation of the sale of materials from the **Work** and labor, services, consumable supplies and any other matters to be provided, and provided further that the subcontract agreements provide separate prices for materials and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and Materialmen shall obtain any and all necessary **Contractor Exempt Purchase Certificates** or **Resale Certificates** from the appropriate governmental **Agency** or **Agencies**, and furnish a **Contractor Exempt Purchase Certificate** or **Resale Certificate** to all persons, firms or corporations from which they purchase supplies and materials for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this article shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this article 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 **Agreement**, 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 herein 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 herein 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 herein 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 herein 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, 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 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 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, less salvage value, 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:

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, whichever is less, 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 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 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.



64.2.2 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 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 Material Contracts or Items: On all **Contracts** or items in a **Contract** where time and material records are specified as the basis for payment of the **Work**, 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 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 Cost shall not include overhead.

64.3 In no event shall any payments under this article exceed the **Contract** price for such items.

64.4 All payments pursuant to this article 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, 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 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** of New York, State of New York, regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the Law 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 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 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 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 United States 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 State of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the **City** and State 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 State Court of competent jurisdiction in the **City**.

65.3 If any provision(s) of this article 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 Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce 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, 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.

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the 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 enterprise ("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 prime **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 LBE's 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 **Contract**. Remedy for such breach of **Contract** may include the imposition of any or all of the following sanctions:

67.6.1 Reducing a **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 Where non-compliance is by an LBE, de-certifying and declaring the LBE 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 and rules, 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 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. HEALTH INSURANCE COVERAGE**

70.1 If the price for which this **Contract** was awarded exceeds \$100,000, or if the price for which this **Contract** was awarded when combined with other construction or services contracts awarded the **Contractor** by the City in the year prior to award of this **Contract** exceeds \$100,000, the **Contractor**, following registration of the **Contract**, shall be required to submit responses to requests for information regarding the nature of any health

insurance provided by the Contractor to its employees and their spouses and domestic partners, upon request of the Agency or other designated City agency.

#### 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 8.

#### ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of: forty one million Dollars, (\$ 41,666,412.72 ), 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.  
Six hundred & Sixty Six thousand, four hundred & twelve dollars, forty seven cents.

#### ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer 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 Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" (available at <http://www.nyc.gov/dof>) in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the 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 agreement. 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 agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §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 contracting agency may waive the requirements hereunder 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 – 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 Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the 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 made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below. The Contractor must comply with all applicable M/WBE requirements for this Contract. Schedule B of the Contract ("Subcontractor Utilization Plan") is included in the Bid Booklet.

Article I, Part A, below, sets forth provisions related to the participation goals for construction 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 AND PROFESSIONAL SERVICES CONTRACTS**

1. The Target Subcontracting Percentage applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)). The "Target Subcontracting Percentage" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the Target Subcontracting Percentage, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at [poped@ddc.nyc.gov](mailto:poped@ddc.nyc.gov) or via facsimile at (718) 391-1885. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)). The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor 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, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, 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 **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

**THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, THE VENDOR 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 PLAN 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 EMAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN EMAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **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 Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under**



**\$1 million.** 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. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/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, 7<sup>th</sup> 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.
7. Where a Subcontractor 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as 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 paid to subcontractors (including subcontractors that are not MBEs or WBEs); 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 hired pursuant to such plan, 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 Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.
9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.
10. **Pre-award waiver of Target Subcontracting Percentage.** Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, 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 for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.
11. **Modification of Subcontractor Utilization Plan.** A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) 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 Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor 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 **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (a) 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;
- (b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;
- (d) 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 Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (e) 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;
- (f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;
- (g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (h) 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.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE 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 **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

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

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor 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 Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

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

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of

this Contract and pertinent provisions of Local Law 129 of 2005, 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 M/WBE's to meet the required Subcontractor 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 Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering 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 this Section 6-129, including, but not limited to any Subcontractor 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) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, 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) exercise 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) take any other appropriate remedy.
4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor 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 subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor 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 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), 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 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 Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

Deputy  
IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: 

Deputy Commissioner

CONTRACTOR:

By: 

(Member of Firm or Officer of Corporation)

Title: President

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

\_\_\_\_\_  
Secretary

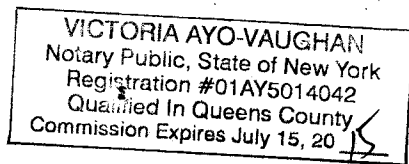
(Seal)

\_\_\_\_\_  
CITY OF NEW YORK

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 29<sup>th</sup> day of April, 2013, before me personally came Michael V. Petrillo  
to me known who, being by me duly sworn did depose and say that he resides at Purchase, N.Y.  
10577 that he is the President  
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of  
the directors of said corporation, and that he signed his name thereto by like order.



[Signature]  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

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

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

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

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

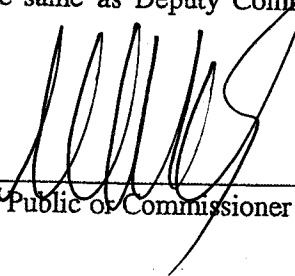
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, and known to me to be the person described in and who executed the foregoing instrument;  
and acknowledged that he executed the same.

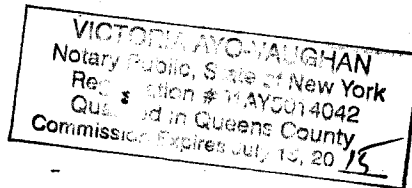
\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_  
to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of  
The City of New York, the person described as such in and who as such executed the foregoing instrument  
and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein  
mentioned.

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



AUTHORITY

MAYOR'S CERTIFICATE NO. CBX  
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED  
DATED

APPROPRIATION  
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

forty one million six hundred & sixty six  
thousand, four hundred twelve dollars 47/100


Dollars (\$ 41,666,412.47)

is chargeable to the fund of the Department of Design and Construction entitled Code

HWMWTCAL6A

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

  
Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York \_\_\_\_\_

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ \_\_\_\_\_

\_\_\_\_\_  
Comptroller



MAYOR'S CERTIFICATE OR  
CERTIFICATE OF THE DIRECTOR  
OF THE BUDGET

**Performance Bond #1 (Pages 78 to 81):** 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 78 to 81):** 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 78 to 81):** 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)

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

(Seal)

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

Surety

(Seal)

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

Surety

(Seal)

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

Surety

(Seal)

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

Surety

(Seal)

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

Surety

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

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

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

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

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

**Performance Bond #1 (Pages 78 to 81):** 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 82 to 85): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Principal,"

and, \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

**WHEREAS**, the Principal is about to enter, or has entered, into a Contract in writing with the City for

\_\_\_\_\_

\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

\_\_\_\_\_

**Performance Bond #2 (Pages 82 to 85):** 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 82 to 85): Use if the total contract price is more than \$5 Million.**

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
(Seal)

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

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

By: \_\_\_\_\_  
(Seal) Surety

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

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

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

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

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



**Performance Bond #2 (Pages 82 to 85): 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 86 to 89): 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 86 to 89): 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 86 to 89): 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.

**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)

## SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 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 classification of trades required to be used at the time of the award of 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.

<u>CODE</u>	<u>CLASSIFICATION</u>
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

<u>CODE</u>	<u>CLASSIFICATION</u>
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees  
depending upon project staffing schedules  
and as required by the terms of this contract.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Pursuant to Labor Law §220 (3) the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts. Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1<sup>st</sup> of each succeeding year. Final schedules are published on or about July 1<sup>st</sup> in the City Record and on our web site at [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

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. Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

Prevailing Rate Schedule Information: The information below is intended to assist you in meeting your prevailing wage rate obligation.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Covered Workers:** Any and all individuals who are engaged, employed or otherwise occupied as Workers, Laborers or Mechanics on the public work site.

**Supplemental Benefits:** Employers may meet supplemental benefits obligation by paying the hourly supplemental benefits rate to their employees in cash. Such cash payments are considered income to the employee. Employers who elect to provide bona fide supplemental benefits to their employees will be given hourly cash credit for such benefits up to the hourly benefits rate set forth in the applicable schedule for the relevant trade or occupation at issue.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

**Benefits are paid for EACH HOUR WORKED unless otherwise noted.**

Wasył Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**ASBESTOS HANDLER**

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

**Asbestos Handler**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.10

Supplemental Benefit Rate per Hour: \$14.85

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

**Paid Holidays**

None

(Local #78)

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**BLASTER**

**Blaster**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.20

Supplemental Benefit Rate per Hour: \$37.29

**Blaster (Hydraulic)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.95

Supplemental Benefit Rate per Hour: \$37.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Blaster - Trac Drill Hydraulic**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.96

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.24

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Operators of Jack Hammers**

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.29

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Powder Carriers**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.73

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Hydraulic Trac Drill Chuck Tender**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.57

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Chuck Tender & Nipper**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$31.88

Supplemental Benefit Rate per Hour: \$37.29

**Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$19.26

Supplemental Benefit Rate per Hour: \$37.29

**Overtime Description**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

For Blaster - Magazine Keepers: (Watch Person) only - time and one half the regular rate for work after an 8 hour day, Saturday, Sunday and holidays listed below.

### Overtime

Double time the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

### Paid Holidays

None

### Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M. (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

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## BOILERMAKER

### Boilermaker

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.98

Supplemental Benefit Rate per Hour: \$37.88

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$56.36; For double overtime - \$74.86.

### 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).  
Labor Day

### Paid Holidays

Good Friday  
Day after Thanksgiving  
Day before Christmas  
Day before New Year's Day

### Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

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## BRICKLAYER

### Bricklayer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.44

Supplemental Benefit Rate per Hour: \$27.53

### 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.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

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**CARPENTER - BUILDING COMMERCIAL**

**Building Commercial**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$46.15**

Supplemental Benefit Rate per Hour: **\$38.50**

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

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## CARPENTER - HEAVY CONSTRUCTION WORK (Construction of Engineering Structures and Building Foundations)

### Heavy Construction Work

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

### 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 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

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## **CEMENT & CONCRETE WORKER**

### **Cement & Concrete Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.98

Supplemental Benefit Rate per Hour: \$25.67

Supplemental Note: \$28.42 on Saturdays; \$31.17 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$39.06

Supplemental Note: Overtime supplemental benefit rate per hour: \$57.56

### 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

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.

(Local #780)

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## CORE DRILLER

### Core Driller

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.44

Supplemental Benefit Rate per Hour: \$19.75

### Core Driller Helper

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$19.75

### Core Driller Helper(Third year in the industry)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$19.75

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$19.75

**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).

**aid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

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**DERRICKPERSON AND RIGGER**

**Derrick Person & Rigger**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$42.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$43.49 - For work performed in Staten Island.

**Derrick Person & Rigger - Site Work**

For site work where no rigging is involved.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$31.32

**Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

**Overtime**

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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**DIVER**

**Diver (Marine)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.95

Supplemental Benefit Rate per Hour: \$42.37

**Diver Tender (Marine)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$42.37

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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**DOCKBUILDER - PILE DRIVER**

**Dockbuilder - Pile Driver**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.74

Supplemental Benefit Rate per Hour: \$42.37

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
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 10:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid the straight time hourly wage for 9 hours and the straight time supplemental benefits for 8 hours.

(Carpenters District Council)

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## DRIVER: TRUCK (TEAMSTER)

### Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.84

Supplemental Benefit Rate per Hour: \$36.93

### Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.34

Supplemental Benefit Rate per Hour: \$36.93

Note: For time and one half overtime Wage Rate - \$53.76; for double time overtime Wage Rate - \$71.68

### Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.41

Supplemental Benefit Rate per Hour: \$36.93

### Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.84



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$36.93

Note: For time and one half overtime Wage Rate - \$54.62; for double time overtime Wage Rate - \$72.82

**Driver - Boom Truck**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.09

Supplemental Benefit Rate per Hour: \$36.93

Note: For time and one half overtime Wage Rate - \$54.62; for double time overtime Wage Rate - \$72.82

**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).

President's Day

Columbus Day

Veteran's Day

Day after Thanksgiving

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Driver - Redi-Mix Driver (Sand & Gravel)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.47

Supplemental Benefit Rate per Hour: \$38.65

**Overtime Description**

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #282)

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**ELECTRICIAN**

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Electrician "A" (Regular Day)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.00

Supplemental Benefit Rate per Hour: \$42.45

**Electrician "A" (Regular Day Overtime)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$76.50

Supplemental Benefit Rate per Hour: \$45.13

**Electrician "A" (Day Shift)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.00

Supplemental Benefit Rate per Hour: \$42.45

**Electrician "A" (Day Shift Overtime After 8 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$76.50

Supplemental Benefit Rate per Hour: \$45.13

**Electrician "A" (Swing Shift)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.84

Supplemental Benefit Rate per Hour: \$48.20

**Electrician "A" (Swing Shift Overtime After 7.5 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$89.76

Supplemental Benefit Rate per Hour: \$51.36

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$67.03

Supplemental Benefit Rate per Hour: \$53.07

**Electrician "A" (Graveyard Shift Overtime After 7 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$100.55

Supplemental Benefit Rate per Hour: \$56.60

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:

Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate.

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$17.52

### **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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.95

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$18.85

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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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: 7/1/2012 – 3/9/2013

Wage Rate per Hour: \$29.90

Supplemental Benefit Rate per Hour: \$13.70

Supplemental Note: \$12.20 only after 8 hours worked in a day

Effective Period: 3/10/2013 - 6/30/2013

Wage Rate per Hour: \$30.40

Supplemental Benefit Rate per Hour: \$13.90

Supplemental Note: \$12.40 only after 8 hours worked in a day

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans 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

(Local #3)

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## ELECTRICIAN-STREET LIGHTING WORKER

### Electrician - Electro Pole Electrician

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.00

Supplemental Benefit Rate per Hour: \$44.18

### Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$34.12

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.10

Supplemental Benefit Rate per Hour: \$30.84

**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: 7/1/2012 - 3/16/2013

Wage Rate per Hour: \$55.20

Supplemental Benefit Rate per Hour: \$32.78

Effective Period: 3/17/2013- 6/30/2013

Wage Rate per Hour: \$57.01

Supplemental Benefit Rate per Hour: \$34.48

**Overtime Description**

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For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

### Overtime

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Vacation

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: 7/1/2012 – 3/16/2013

Wage Rate per Hour: \$43.79

Supplemental Benefit Rate per Hour: \$31.37

Effective Period: 3/17/2013 - 6/30/2013

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

### Overtime Description

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.



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§220 PREVAILING WAGE SCHEDULE

**Paid Holidays**

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

**Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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**ENGINEER**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.75

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$94.00

**Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$57.00

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$91.20

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$56.74

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$90.78

**Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$74.44

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$119.10

**Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.56

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$60.10

**Engineer - Heavy Construction Maintenance Engineer IV**

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On Pumps and Mixers including mud sucking

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.53

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$61.65

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.09

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$86.54

**Engineer - Heavy Construction Oilers I**

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.19

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$81.90

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.50

Supplemental Benefit Rate per Hour: \$31.07

Supplemental Note: \$55.74 on overtime

Shift Wage Rate: \$56.80

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.33

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Shift Wage Rate: \$86.93

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.91

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

Shift Wage Rate: \$81.46

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$39.04

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

Shift Wage Rate: \$62.46

**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

Election 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

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**Engineer - Building Work Maintenance Engineers I**

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Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$51.62

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.34

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.12

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 on overtime

**Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.75

Supplemental Benefit Rate per Hour: \$29.66

Supplemental Note: \$53.17 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.

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Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

**Shift Rates**

Off Shift: double time the regular hourly rate.

(Local #15)

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**ENGINEER - CITY SURVEYOR AND CONSULTANT**

**Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.61

Supplemental Benefit Rate per Hour: \$17.30

**Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$28.59

Supplemental Benefit Rate per Hour: \$17.30

**Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.79

Supplemental Benefit Rate per Hour: \$17.30

**Overtime Description**

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

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New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

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**ENGINEER - FIELD (BUILDING CONSTRUCTION)**  
(Construction of Building Projects, Concrete Superstructures, etc.)

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$53.64

Supplemental Benefit Rate per Hour: \$26.95

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$41.94

Supplemental Benefit Rate per Hour: \$26.95

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.52

Supplemental Benefit Rate per Hour: \$26.95

Supplemental Note: Overtime Benefit Rate - \$37.48 per hour (time & one half) \$48.00 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

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Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Operating Engineer Local #15-D

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**ENGINEER - FIELD (HEAVY CONSTRUCTION)**  
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,  
Engineering Structures etc.)

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$60.28

Supplemental Benefit Rate per Hour: \$29.73

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.28

Supplemental Benefit Rate per Hour: \$29.73

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.11

Supplemental Benefit Rate per Hour: \$29.73

Supplemental Note: Overtime benefit rate - \$41.40 per hour (time & one half), \$53.06 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



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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.50

Supplemental Benefit Rate per Hour: \$26.95

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

### Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.63

Supplemental Benefit Rate per Hour: \$26.95

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

### Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$28.84

Supplemental Benefit Rate per Hour: \$26.95

Supplemental Note: Overtime benefit rate - \$37.48 per hour (time & one half), \$48.00 per hour (double time).

## Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

## Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

## Paid Holidays

New Year's Day  
Lincoln's Birthday  
President's Day  
Memorial Day

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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

(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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$64.38**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: **\$103.01**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$66.70**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: 51.85 overtime hours

Shift Wage Rate: **\$106.72**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$68.86**

Supplemental Benefit Rate per Hour: **\$28.65**

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: **\$110.18**

### **Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

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Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$67.21

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$107.54

**Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$65.86

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$105.38

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$62.51

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$100.02

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.27

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours.

Shift Wage Rate: \$80.43

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.37

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$46.38

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

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Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$56.24

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$89.98

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.50

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$87.20

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.11

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$67.38

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$63.18

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$101.09

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Well Drilling Machines, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$61.14

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$97.82

**Operating Engineer - Road & Heavy Construction XIV**

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**Concrete Mixer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.34

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$93.49

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$39.03

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$62.45

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Single Drum Hoists, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$55.73

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$89.17

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$56.19

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$89.90

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$81.09

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

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Shift Wage Rate: \$129.74

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.25

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$94.80

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$57.65

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$92.24

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.46

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$77.54

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$63.49

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.91

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

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**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.31

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$67.62

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$108.19

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes and Fork Lifts.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$64.91

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$103.86

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.87

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$60.59

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$57.60

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

**Operating Engineer - Building Work I**

Forklifts, House Cars, Rack and Pinion, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$53.09

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), House Car (settlement basis only), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$39.35

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$60.66

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$64.35

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

**Operating Engineer - Building Work VI**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$58.53

Supplemental Benefit Rate per Hour: \$28.65

Supplemental Note: \$51.85 overtime hours

### Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

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

Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

Operating Engineer Local #14)

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.15

Supplemental Benefit Rate per Hour: \$38.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

### Overtime

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.  
1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

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## GLAZIER

(New Construction, Remodeling, and Alteration)

### Glazier

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$40.00

Supplemental Benefit Rate per Hour: \$32.89

Supplemental Note: Supplemental Benefit Overtime Rate: \$40.54

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$33.24

Supplemental Note: Supplemental Benefit Overtime Rate: \$41.24

### Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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 under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

**Craft Jurisdiction for repair, maintenance and fabrication**

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2012 - 4/30/2013

Wage Rate per Hour: \$23.40

Supplemental Benefit Rate per Hour: \$18.04

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

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**HEAT AND FROST INSULATOR**

**Heat & Frost Insulator**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$54.28

Supplemental Benefit Rate per Hour: \$31.36

**Overtime Description**

Double time shall be paid for supplemental benefits during overtime work.

8th hour paid at time and one half.

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Triple time the regular rate for work on the following holiday(s).  
Labor Day

### **Paid Holidays**

None

### **Shift Rates**

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

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## **HOUSE WRECKER (TOTAL DEMOLITION)**

### **House Wrecker - Tier A**

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.00

Supplemental Benefit Rate per Hour: \$24.15

### **House Wrecker - Tier B**

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.05

Supplemental Benefit Rate per Hour: \$17.85

### **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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Mason Tenders District Council)

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**IRON WORKER - ORNAMENTAL**

**Iron Worker - Ornamental**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.50**

Supplemental Benefit Rate per Hour: **\$39.52**

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  
§220 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$45.05

Supplemental Benefit Rate per Hour: \$57.85

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$38.70**

Supplemental Benefit Rate per Hour: **\$31.75**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Labor Day

Thanksgiving Day

### **Shift Rates**

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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## **LANDSCAPING**

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

### **Landscaper (Above 6 years experience)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.25

Supplemental Benefit Rate per Hour: \$12.30

### **Landscaper (3 - 6 years experience)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$12.30

### **Landscaper (up to 3 years experience)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

### **Groundperson**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$12.30

### **Tree Remover / Pruner**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$29.25

Supplemental Benefit Rate per Hour: \$12.30

### **Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$19.25

Supplemental Benefit Rate per Hour: \$12.30

### **Watering - Plant Maintainer**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$14.25

Supplemental Benefit Rate per Hour: \$12.30

### Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### Paid Holidays

New Year's Day

Memorial Day

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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.19

Supplemental Benefit Rate per Hour: \$32.24

### Marble Finisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$39.05

Supplemental Benefit Rate per Hour: \$31.43

### Marble Polisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.73

Supplemental Benefit Rate per Hour: \$24.60

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.24

Supplemental Benefit Rate per Hour: \$24.40

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

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.

(Local #79)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

**Mason Tender Tier A**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.87

Supplemental Benefit Rate per Hour: \$19.22

**Mason Tender Tier B**

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.07

Supplemental Benefit Rate per Hour: \$13.53

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$41.23

Supplemental Benefit Rate per Hour: \$38.35

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

### **Overtime Description**

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

### **Overtime**

Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.  
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  
§220 PREVAILING WAGE SCHEDULE

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$46.19

Supplemental Benefit Rate per Hour: \$45.67

### 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

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.

(Local #740)

## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.93

Supplemental Benefit Rate per Hour: \$33.08

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.36

Supplemental Benefit Rate per Hour: \$33.08

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 per hour.

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.36

Supplemental Benefit Rate per Hour: \$33.08

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$44.05 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

(Local #7)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

## **PAINTER**

### **Painter - Brush & Roller**

Effective Period: 7/1/2012 – 10/31/2012

Wage Rate per Hour: **\$35.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: \$29.75 on overtime

Effective Period: 11/1/2012 - 4/30/2013

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: \$29.75 on overtime

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: \$29.75 on overtime

### **Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2012 – 10/31/2012

Wage Rate per Hour: **\$38.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: \$29.75 on overtime

Effective Period: 11/1/2012 - 4/30/2013

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: \$29.75 on overtime

Effective Period: 5/1/2013 - 6/30/2013

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$25.12**

Supplemental Note: \$29.75 on overtime

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(District Council of Painters #9)

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**PAINTER - SIGN**

**Designer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

**Journey person**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

All work performed outside the regular 8 hour work day (either 7:00 A.M. to 3:30 P.M. or 8:00 A.M. to 4:30 P.M.) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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## **PAINTER - STRIPER**

### **Striper (paint)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$10.56

Supplemental Note: Overtime Supplemental Benefit rate - \$6.46

### **Lineperson (thermoplastic)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$10.56

Supplemental Note: Overtime Supplemental Benefit rate - \$6.46

### **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.

Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

### **Shift Rates**

15% night shift premium differential for all work performed after 9:00 P.M.

### **Vacation**

Employees with one to three 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 three to ten years service receive two weeks vacation. Employees with ten or more years service receive three weeks vacation. Vacation must be taken during winter months.

(Local #917)

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2012 - 9/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$46.25

Supplemental Benefit Rate per Hour: \$31.58

Effective Period: 10/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$32.08

**Painter - Power Tool**

Effective Period: 7/1/2012 - 9/30/2013

Wage Rate per Hour: \$52.25

Supplemental Benefit Rate per Hour: \$31.58

Effective Period: 10/1/2012 - 6/30/2013

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$32.08

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day -

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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## PAVER AND ROADBUILDER

### Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.86

Supplemental Benefit Rate per Hour: \$32.15

### 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.99

Supplemental Benefit Rate per Hour: \$32.15

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$45.00**

Supplemental Benefit Rate per Hour: **\$32.15**

**Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$44.49**

Supplemental Benefit Rate per Hour: **\$32.15**

**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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: **\$41.20**

Supplemental Benefit Rate per Hour: **\$32.15**

**Overtime Description**

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 15%, except if an employee works on production paving on New Year's Day or Christmas Day, they receive the single time rate plus one day's pay for the holiday worked.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Paid Holidays**

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

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 fifteen percent (15%) over the single time rate, except that production paving work shall be paid at 25% over the single time rate. 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$26.80

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

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## PLASTERER - TENDER

### Plasterer - Tender

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.24

Supplemental Benefit Rate per Hour: \$24.40

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## PLUMBER

### Plumber

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$51.76

Supplemental Benefit Rate per Hour: \$37.19

Supplemental Note: Overtime supplemental benefit rate per hour: \$74.10

### 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 million or less, and for public works jobs where the plumbing contract is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

### Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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### PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.96

Supplemental Benefit Rate per Hour: \$15.93

### Overtime

Time and one half the regular rate after an 8 hour day.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.69

Supplemental Benefit Rate per Hour: \$25.46

**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER: PUMP & TANK**  
(Installation and Maintenance)

**Plumber - Pump & Tank**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$31.56

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)**

**Pointer - Waterproofer, Caulker Mechanic**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$23.10

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**ROOFER**

**Roofer**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.00

Supplemental Benefit Rate per Hour: \$27.07

**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  
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

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**SANDBLASTER - STEAMBLASTER**  
(Exterior Building Renovation)

**Sandblaster / Steamblaster**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$23.10

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

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**SHEET METAL WORKER**

**Sheet Metal Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$45.65

Supplemental Benefit Rate per Hour: \$40.50

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

**Sheet Metal Worker - Fan Maintenance**

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.52

Supplemental Benefit Rate per Hour: \$40.50

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.  
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

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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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$40.09

Supplemental Benefit Rate per Hour: \$22.06

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Paid Holidays**

None

(Local #28)

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**SIGN ERECTOR**

(Sheet Metal, Plastic, Electric, and Neon)

**Sign Erector**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$41.55

Supplemental Benefit Rate per Hour: \$39.32

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

## STEAMFITTER

### Steamfitter I

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

#### 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

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

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### Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.75

Supplemental Benefit Rate per Hour: \$49.68

Supplemental Note: Overtime supplemental benefit rate: \$98.62

#### Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**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. 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.30

Supplemental Benefit Rate per Hour: \$11.76

**Refrigeration and Air Conditioner Service Person V (4th year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$29.82

Supplemental Benefit Rate per Hour: \$10.71

**Refrigeration and Air Conditioner Service Person IV (3rd year)**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$24.71

Supplemental Benefit Rate per Hour: \$9.80

**Refrigeration and Air Conditioner Service Person III (2nd year)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.21

Supplemental Benefit Rate per Hour: \$9.12

**Refrigeration and Air Conditioner Service Person II (2nd six months)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.60

Supplemental Benefit Rate per Hour: \$8.50

**Refrigeration and Air Conditioner Service Person I (1st six months)**

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2012 6/30/2013

Wage Rate per Hour: \$10.95

Supplemental Benefit Rate per Hour: \$7.90

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(Local #638B)

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## STONE MASON - SETTER

### Stone Mason - Setters

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.72

Supplemental Benefit Rate per Hour: \$35.28

### 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## **TAPER**

### **Drywall Taper**

Effective Period: 7/1/2012 – 12/25/2012

Wage Rate per Hour: \$43.32

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 12/26/2012 - 6/30/2013

Wage Rate per Hour: \$43.82

Supplemental Benefit Rate per Hour: \$21.66

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### **Shift Rates**

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

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## **TELECOMMUNICATION WORKER** **(Voice Installation Only)**

### **Telecommunication Worker**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$35.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

### Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

### 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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

## TILE FINISHER

### Tile Finisher

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.17

Supplemental Benefit Rate per Hour: \$26.76

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## TILE LAYER - SETTER

### Tile Layer - Setter

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$30.83

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter ( $1\frac{1}{4}$ ) 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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$42.63

Supplemental Benefit Rate per Hour: \$41.99

### 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

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**Paid Holidays**

None

**Shift Rates**

Off shift work, commencing between 5:00 P.M. and 10:00 P.M., shall work eight and one half hours but will be paid for 9 hours, including benefits at the straight time rate for 8 hours.

(Local #1536)

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**TUNNEL WORKER**

**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.85

**Tunnel Workers (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$50.19

Supplemental Benefit Rate per Hour: \$45.29

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.27

Supplemental Benefit Rate per Hour: \$44.51

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.37

Supplemental Benefit Rate per Hour: \$43.67

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$48.37

Supplemental Benefit Rate per Hour: \$43.67

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.09

Supplemental Benefit Rate per Hour: \$41.41

**Blasters (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$49.62

Supplemental Benefit Rate per Hour: \$44.75

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$47.48

Supplemental Benefit Rate per Hour: \$42.84

**All Others (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.87

Supplemental Benefit Rate per Hour: \$39.62

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.98

Supplemental Benefit Rate per Hour: \$34.27

**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.

**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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 PREVAILING WAGE SCHEDULE

(Local #147)

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**WELDER**  
**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE**  
**PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**220 APPRENTICESHIP PREVAILING WAGE SCHEDULE**

**APPENDIX**

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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**ASBESTOS HANDLER**

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

**Asbestos Handler (First 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 78% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.85

**Asbestos Handler (Second 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.85

**Asbestos Handler (Third 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 83% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.85

**Asbestos Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.85

(Local #78)

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**BOILERMAKER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Boilermaker (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$27.41

**Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$28.91

**Boilermaker (Second Year: 2nd Six Months)**

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Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$30.40

**Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$31.89

**Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$33.38

**Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$34.88

**Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$36.38

(Local #5)

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**BRICKLAYER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Bricklayer (First 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Third 750 Hours)**

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Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

**Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$16.60

(Bricklayer District Council)

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**CARPENTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Carpenter (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$27.69

**Carpenter (Fourth Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$27.69

(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: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

**Cement Mason (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

**Cement Mason (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

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**CEMENT AND CONCRETE WORKER**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Cement & Concrete Worker (0 - 500 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$17.54

**Cement & Concrete Worker (501 - 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$18.37

**Cement & Concrete Worker (1001 - 2000 hours)**



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Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$23.75

**Cement & Concrete Worker (2001 - 4000 hours)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$24.57

(Cement Concrete Workers District Council)

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**DERRICKPERSON & RIGGER (STONE)**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
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: 7/1/2012 - 6/30/2013  
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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: \$27.69

(Carpenters District Council)

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**ELECTRICIAN**

**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Electrician (First Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.25  
Supplemental Benefit Rate per Hour: \$11.19  
Overtime Wage Rate Per Hour: \$21.38  
Overtime Supplemental Rate Per Hour: \$11.96

**Electrician (First Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$11.50  
Supplemental Benefit Rate per Hour: \$9.86  
Overtime Wage Rate Per Hour: \$17.25  
Overtime Supplemental Rate Per Hour: \$10.48

**Electrician (Second Year - Hired before 5/10/07)**

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Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.05

Supplemental Benefit Rate per Hour: \$12.54

Overtime Wage Rate Per Hour: \$25.58

Overtime Supplemental Rate Per Hour: \$13.47

**Electrician (Second Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$10.83

Overtime Wage Rate Per Hour: \$20.25

Overtime Supplemental Rate Per Hour: \$11.56

**Electrician (Third Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$19.15

Supplemental Benefit Rate per Hour: \$13.56

Overtime Wage Rate Per Hour: \$28.73

Overtime Supplemental Rate Per Hour: \$14.60

**Electrician (Third Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$11.79

Overtime Wage Rate Per Hour: \$23.25

Overtime Supplemental Rate Per Hour: \$12.63

**Electrician (Fourth Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.10

Supplemental Benefit Rate per Hour: \$14.50

Overtime Wage Rate Per Hour: \$31.65

Overtime Supplemental Rate Per Hour: \$15.65

**Electrician (Fourth Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.50

Supplemental Benefit Rate per Hour: \$12.76

Overtime Wage Rate Per Hour: \$26.25

Overtime Supplemental Rate Per Hour: \$13.71

**Electrician (Fifth Year - Hired before 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$17.52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Wage Rate Per Hour: \$37.95  
Overtime Supplemental Rate Per Hour: \$18.85

**Electrician (Fifth Year - Hired on or After 5/10/07)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.50  
Supplemental Benefit Rate per Hour: \$15.71  
Overtime Wage Rate Per Hour: \$32.25  
Overtime Supplemental Rate Per Hour: \$16.84

**Overtime Description**

For "A" rated Apprentices (work in excess of 7 hours per day)  
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

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**ELEVATOR CONSTRUCTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.40  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$26.87

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$26.43  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$27.92

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$27.84  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$29.38

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$29.25  
Effective 3/17/2013 - Supplemental Benefit Per Hour: \$30.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$25.33

Effective 3/17/2013 - Supplemental Benefit Per Hour: \$26.79

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$25.65

Effective 3/17/2013 - Supplemental Benefit Per Hour: \$27.12

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$26.92

Effective 3/17/2013 - Supplemental Benefit Per Hour: \$28.43

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$28.19

Effective 3/17/2013 - Supplemental Benefit Per Hour: \$29.74

(Local #1)

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**ENGINEER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.64

Supplemental Benefit Rate per Hour: \$20.07

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**Engineer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.05

Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$29.75

Supplemental Benefit Rate per Hour: \$20.07

**Engineer - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.45

Supplemental Benefit Rate per Hour: \$20.07

(Local #15)

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**ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

**Operating Engineer - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.65

**Operating Engineer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.65

**Operating Engineer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$18.65

(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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$25.75

### **Floor Coverer (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$25.75

### **Floor Coverer (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$25.75

### **Floor Coverer (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: \$25.75

(Carpenters District Council)

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## **GLAZIER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Glazier (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$11.97

### **Glazier (Second Year)**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$21.01

Effective Period: 11/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$21.13

**Glazier (Third Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.38

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$23.54

**Glazier (Fourth Year)**

Effective Period: 7/1/2012 - 10/31/2012  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.14

Effective Period: 11/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.34

(Local #1281)

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**HEAT & FROST INSULATOR**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #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: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$20.06  
Supplemental Benefit Rate per Hour: \$15.45

**House Wrecker - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$21.06  
Supplemental Benefit Rate per Hour: \$15.45

**House Wrecker - Third Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$22.56  
Supplemental Benefit Rate per Hour: \$15.45

**House Wrecker - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$25.06  
Supplemental Benefit Rate per Hour: \$15.45

(Local #79)

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**IRON WORKER - ORNAMENTAL  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

**Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$32.06

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$32.89

**Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.73

**Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$35.39

**Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 85% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.22

**Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 95% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.89

**Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$30.40

**Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$31.23

**Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$32.06

**Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$33.73

**Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$35.39

(Local #580)

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**IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$23.62

Supplemental Benefit Rate per Hour: \$41.21

**Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.22

Supplemental Benefit Rate per Hour: \$41.21

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.82

Supplemental Benefit Rate per Hour: \$41.21

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)**

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Second 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third  
1000 hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Fourth 1000 hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Rate Per Hour: \$31.75

(Local #731)

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**MARBLE MECHANICS**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

**Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013  
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

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\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Polishers & Finishers - Third 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Polishers & Finishers - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.33

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Supplemental Benefit Rate per Hour: \$16.16

**Mason Tender - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.33

Supplemental Benefit Rate per Hour: \$16.16

**Mason Tender - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.83

Supplemental Benefit Rate per Hour: \$16.16

**Mason Tender - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$16.16

(Local #79)

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**METALLIC LATHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metallic Lather (First Year – Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$22.79

**Metallic Lather (Second Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.51

Supplemental Benefit Rate per Hour: \$24.44

**Metallic Lather (Third Year - Called Prior to 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$37.57

Supplemental Benefit Rate per Hour: \$25.59

**Metallic Lather (First Year – Called On Or After 6/29/11)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Second Year – Called On Or After 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.71

Supplemental Benefit Rate per Hour: \$19.85

**Metallic Lather (Third Year – Called On Or After 6/29/11)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.71

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

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**MILLWRIGHT**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Millwright (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.40

Supplemental Benefit Rate per Hour: \$28.67

**Millwright (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$30.02

Supplemental Benefit Rate per Hour: \$31.87

**Millwright (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$34.64

Supplemental Benefit Rate per Hour: \$36.19

**Millwright (Fourth Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$43.88

Supplemental Benefit Rate per Hour: \$41.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #740)

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**PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.72

Supplemental Benefit Rate per Hour: \$15.75

**Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.29

Supplemental Benefit Rate per Hour: \$15.75

(Local #1010)

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**PAINTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$14.20

Supplemental Benefit Rate per Hour: \$10.88

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.40

Supplemental Benefit Rate per Hour: \$10.88

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$17.75

Supplemental Benefit Rate per Hour: \$14.73

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$18.00



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Supplemental Benefit Rate per Hour: \$14.73

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$21.30

Supplemental Benefit Rate per Hour: \$17.64

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$21.60

Supplemental Benefit Rate per Hour: \$17.64

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2012 - 10/31/2012

Wage Rate per Hour: \$28.40

Supplemental Benefit Rate per Hour: \$23.02

Effective Period: 11/1/2012 - 6/30/2013

Wage Rate per Hour: \$28.80

Supplemental Benefit Rate per Hour: \$23.02

(District Council of Painters)

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**PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Painters - Structural Steel (First Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

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## **PLASTERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Plasterer - First Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$14.61

### **Plasterer - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$15.09

### **Plasterer - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$17.06

### **Plasterer - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$18.14

### **Plasterer - Third Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$20.31

### **Plasterer - Third Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$21.39

(Local #530)

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## **PLUMBER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Plumber - First Year: 1st Six Months**

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Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$0.71

**Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$2.96

**Plumber - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.96

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$20.06

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$22.91

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$24.31

Supplemental Benefit Rate per Hour: \$16.25

**Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$36.38

Supplemental Benefit Rate per Hour: \$16.25

(Plumbers Local #1)

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**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)**

**Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
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**Pointer - Waterproofer, Caulker Mechanic - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$25.00

Supplemental Benefit Rate per Hour: \$3.45

**Pointer - Waterproofer, Caulker Mechanic - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$8.40

**Pointer - Waterproofer, Caulker Mechanic - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$32.23

Supplemental Benefit Rate per Hour: \$11.15

**Pointer - Waterproofer, Caulker Mechanic - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$11.15

(Bricklayer District Council)

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**ROOFER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

**Roofer - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

**Roofer - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

**Roofer - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

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**Roofer - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

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 - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 30% of Journeyman's rate

Supplemental Rate Per Hour: \$15.37

**Sheet Metal Worker - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$18.24

**Sheet Metal Worker - Third Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$20.06

**Sheet Metal Worker - Third Year (2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$21.87

**Sheet Metal Worker - Fourth Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$23.69

**Sheet Metal Worker - Fourth Year (2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$25.33

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**Sheet Metal Worker - Fifth Year (1st Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$27.47

**Sheet Metal Worker - Fifth Year(2nd Six Months)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$31.23

(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: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$5.96

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 40% of Journeyperson's rate  
Supplemental Rate Per Hour: \$6.75

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$7.55

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$8.34

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.13

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**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$9.92

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$10.72

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$11.51

**Sign Erector - Fifth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

**Sign Erector - Sixth Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$12.30

(Local #137)

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**STEAMFITTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Steamfitter - First Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

**Steamfitter - Second Year**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

**Steamfitter - Third Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

**Steamfitter - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

**Steamfitter - Fifth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

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**STONE MASON - SETTER**

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

**Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

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: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

**Drywall Taper - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Drywall Taper - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

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**TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

**Tile Layer - Setter - Third 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

**Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2012 - 6/30/2013

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

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**TIMBERPERSON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Timberperson - First Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Second Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Third Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.49

**Timberperson - Fourth Year**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$27.49

(Local #1536)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"**

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov). Schedules for future one-year periods will be published annually in the City Record on or about July 1<sup>st</sup> of each succeeding year and on our web site [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov).

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

**Benefits are paid for EACH HOUR WORKED unless otherwise noted.**

Wasyl Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**BUILDING CLEANER AND MAINTAINER (OFFICE)**

**Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$22.65

Supplemental Benefit Rate per Hour: \$9.13

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$22.97

Supplemental Benefit Rate per Hour: \$9.51

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$22.62

Supplemental Benefit Rate per Hour: \$9.13

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$22.94

Supplemental Benefit Rate per Hour: \$9.51

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)**

Effective Period: 7/1/2012 - 12/31/2012



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$22.57

Supplemental Benefit Rate per Hour: \$9.13

Supplemental Note: for new employee 0-12 months of employment - \$6.64; for new employee 13-24 months of employment - \$8.81

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$22.90

Supplemental Benefit Rate per Hour: \$9.51

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

### Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Vacation

Less than 6 months of work.....no vacation

6 months of work.....three (3) days

1 year of work.....ten (10) days

5 years of work.....fifteen (15) days

15 years of work.....twenty (20) days

21 years of work.....twenty-one (21) days

22 years of work.....twenty-two (22) days

23 years of work.....twenty-three (23) days

24 years of work.....twenty-four (24) days

25 years or more of work.....twenty-five (25) days

Plus two Personal Days per year.

Sick Leave:

10 sick days per year.

Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

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## **BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)**

### **Residential Building Class "A" Cleaner/Porter**

Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: \$20.77

Supplemental Benefit Rate per Hour: \$8.68

Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: \$21.34

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

### **Residential Building Class "B" Cleaner/Porter**

Residential Building Class "B": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2000.00 a room and not over \$4000.00 a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: \$20.71

Supplemental Benefit Rate per Hour: \$8.68

Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: \$21.28

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

**NEW HIRE:** Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**Residential Building Class "C" Cleaner/Porter**

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2000.00 or less a room.

Effective Period: 7/1/2012 - 4/20/2013

Wage Rate per Hour: \$20.65

Supplemental Benefit Rate per Hour: \$8.68

Supplemental Note: for new employee 0-12 months of employment - \$6.37; for new employee 13-24 months of employment - \$8.43

Effective 1/1/2013 - \$9.43; for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

Effective Period: 4/21/2013 - 6/30/2013

Wage Rate per Hour: \$21.23

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

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

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

**Vacation**

6 months.....three (3) days

1 year.....ten (10) days

5 years.....fifteen (15) days

15 years.....twenty (20) days

21 years.....twenty-one (21) days

22 years.....twenty-two (22) days

23 years.....twenty-three (23) days

24 years.....twenty-four (24) days

25 years.....twenty-five (25) days

Plus two Personal Days per year.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**SICK LEAVE**

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

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**DAY CARE SERVICES**

**Day Care Services**

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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**CLEANER (PARKING GARAGE)**

**Garage Cleaner**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(NYC Administrative Code §6-109)

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**FOOD SERVICE EMPLOYEES**

**Cook**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$15.40

Supplemental Benefit Rate per Hour: \$1.72

**Cafeteria Attendant**

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$10.24

Supplemental Benefit Rate per Hour: \$1.72

**Counter Attendant**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.31

Supplemental Benefit Rate per Hour: \$1.72

**Kitchen Helper / Dishwasher**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$9.83

Supplemental Benefit Rate per Hour: \$1.72

**Overtime**

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**GARDENER**

**Gardener**

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$17.04

Supplemental Benefit Rate per Hour: \$1.72

**Overtime**

Time and one half the regular rate after an 8 hour day or after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

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**HEAD START SERVICES**

**Head Start Services**

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2012 - 6/30/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## HEMECARE SERVICES

### Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

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## SECURITY GUARD (ARMED)

### Security Guard (Armed)

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$27.75

Supplemental Benefit Rate per Hour: \$4.73

Supplemental Note: for new employee 0-30 days of employment - \$4.09; for new employee 31-120 days of employment - \$4.26; for new employee 121 days - 2 years of employment - \$4.37

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$4.90

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43; for new employee 121 days - 2 years of employment - \$4.54

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

### Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

### Overtime

Time and one half the regular rate after an 8 hour day.

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  
Christmas Day

### Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

### Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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## SECURITY GUARD (UNARMED)

### Security Guard (Unarmed) 0 - 6 months

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$12.60

Supplemental Benefit Rate per Hour: \$4.37

Supplemental Note: for new employee 0-30 days of employment - \$4.09; for new employee 31-120 days of employment - \$4.26

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$12.85

Supplemental Benefit Rate per Hour: \$4.54

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43

### Security Guard (Unarmed) 7 - 12 months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$13.10**

Supplemental Benefit Rate per Hour: **\$4.37**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$13.35**

Supplemental Benefit Rate per Hour: **\$4.54**

**Security Guard (Unarmed) 13 - 18 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$13.60**

Supplemental Benefit Rate per Hour: **\$4.37**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$13.85**

Supplemental Benefit Rate per Hour: **\$4.54**

**Security Guard (Unarmed) 19 - 24 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$14.10**

Supplemental Benefit Rate per Hour: **\$4.37**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$14.35**

Supplemental Benefit Rate per Hour: **\$4.54**

**Security Guard (Unarmed) 25 - 30 months**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$14.60**

Supplemental Benefit Rate per Hour: **\$4.73**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$14.85**

Supplemental Benefit Rate per Hour: **\$4.90**

**Security Guard (Unarmed) 31 months or more**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: **\$14.75**

Supplemental Benefit Rate per Hour: **\$4.73**

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: **\$15.15**

Supplemental Benefit Rate per Hour: **\$4.90**

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

### Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.  
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

### Overtime

Time and one half the regular rate after an 8 hour day.  
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  
Christmas Day

### Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

### Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

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## SERVICES TO PERSONS WITH CEREBRAL PALSY

### Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2012 - 6/30/2013

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**TEMPORARY OFFICE SERVICES**

**Administrative Assistant**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$31.02  
Supplemental Benefit Rate per Hour: None

**Cashier**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$11.50  
Supplemental Benefit Rate per Hour: None

**Clerk (various)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.60  
Supplemental Benefit Rate per Hour: None

**Computer Assistant**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$20.61  
Supplemental Benefit Rate per Hour: None

**Data Entry Operator**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$15.73  
Supplemental Benefit Rate per Hour: None

**Receptionist**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$14.71  
Supplemental Benefit Rate per Hour: None

**Secretary (various)**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$18.72  
Supplemental Benefit Rate per Hour: None

**Word Processor**

Effective Period: 7/1/2012 - 6/30/2013  
Wage Rate per Hour: \$19.50  
Supplemental Benefit Rate per Hour: None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after a 40 hour week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

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**WINDOW CLEANER**

**Window Cleaner**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$26.12

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$26.44

Supplemental Benefit Rate per Hour: \$9.51

**Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs**

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$28.37

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$28.69

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (0 - 3 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$19.35

Supplemental Benefit Rate per Hour: \$0.00

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$19.59

Supplemental Benefit Rate per Hour: \$0.00

**Window Cleaner Apprentice (4 - 7 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$20.92

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
\$6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$21.18

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (8 - 11 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$22.17

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$22.44

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (12 - 15 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$23.43

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$23.72

Supplemental Benefit Rate per Hour: \$9.51

**Window Cleaner Apprentice (16 - 17 months)**

Employee must be a registered apprentice with the New York State Department of Labor

Effective Period: 7/1/2012 - 12/31/2012

Wage Rate per Hour: \$24.70

Supplemental Benefit Rate per Hour: \$9.13

Effective Period: 1/1/2013 - 6/30/2013

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$9.51

**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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
§6-109 PREVAILING WAGE SCHEDULE

New Year's Day  
Martin Luther King Jr. Day  
President's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Personal Day

**Vacation**

After 7 months but less than 1 year of service.....	5 days
1 year but less than 5 years of service.....	10 days
5 years of service but less than 15 years of service.....	15 days
15 years of service but less than 21 years of service.....	20 days
21 years.....	21 days
22 years.....	22 days
23 years.....	23 days
24 years.....	24 days
25 years or more of service.....	25 days
Plus 1 day per year for medical visit	

**SICK LEAVE:**

10 days after one year worked. Unused sick days to be paid in cash.

Local #32 B/J)

(NO TEXT ON THIS PAGE)



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) 669-3  
FAX NUMBER: (212) 669-8

ALAN G. HEVESI  
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi *L.A. Mancusi*

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

*prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.*

*As always, your cooperation is appreciated.*

**-LAM:er**  
**ACCO.SECURITY AT SITES**







NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

FROM RECTOR STREET TO ANN STREET

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK

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

MFM Contracting Corp

Contractor.

Dated April 29th, 2013

APPROVED AS TO FORM  
CERTIFIED AS TO LEGAL AUTHORITY

[Signature]

Acting Corporation Counsel

PD 4/4/12

Dated April 4, 2012



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

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

**LAW**

**VOLUME 3 OF 3**

**SCHEDULE A  
ADDENDA NOS. 1 TO 5**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

**PROJECT ID: HWMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

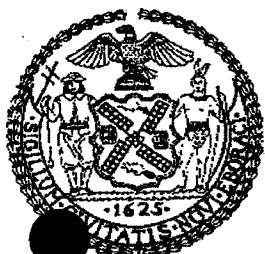
**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

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

**FEBRUARY 23, 2012**

NYSDOT PIN X759.14  
Fed. Aid Project No. \_\_\_\_\_

Bid Opening 11:00 A.M. on  
Location 1st Floor Bid Room, 30-30 Thomson Ave., Long Island City, N.Y. 11101



**2-083**



## SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:

[http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Cruz, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010.
2. New York City Standard Highway Details of Construction, July 1, 2010.
3. New York City Division of Street Lighting Specifications.
4. New York City Division of Street Lighting Standard Drawings.
5. New York City Standard Specifications for Traffic Signals.
6. New York City Standard Drawings for Traffic Signals.

The following reference documents for Sewer Work are available on-line at: [http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009.
2. New York City DEP Instructions for Concrete Specifications, Jan. 92.
3. New York City DEP General Specification 11-Concrete, November 1991.
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: [http://www.nyc.gov/html/ddc/html/pubs/pubs\\_infrastdts.shtml](http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml) or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009.
2. New York City Department of Environmental Protection Water Main Standard Drawings.
3. Specifications for Trunk Main Work, dated February 2010.

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, NY 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

[http://www.nycgovparks.org/sub\\_permits\\_and\\_applications/images\\_and\\_pdfs/TreePlantingStandards.pdf](http://www.nycgovparks.org/sub_permits_and_applications/images_and_pdfs/TreePlantingStandards.pdf)

## SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference documents for Private Utility Work are 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. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN Issued: August 1, 2005

(NO TEXT ON THIS PAGE)

## ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

FROM RECTOR STREET TO ANN STREET

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK

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

ADDENDUM NO. 6

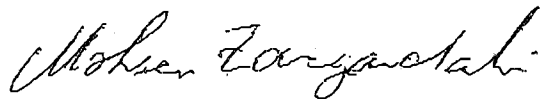
DATED: November 15, 2012

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 "NOVEMBER 29, 2012" to read "DECEMBER 11, 2012".

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



MOHSEN ZARGARELAHI, P.E.  
Assistant Commissioner

MFM Contracting Corp.  
Name of Bidder

By: 





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

PROJECT ID: HMMWTCA6A  
RECONSTRUCTION OF BROADWAY  
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BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO. 7

DATED: December 05, 2012

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 5, Page A5-11, Article 3.5;  
Change "Item No. 6.84 A" in the fifth line of text to read "Item 6.85 A".
2. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 5, Page A5-12, Article 4.5;  
Change "Item No. 6.84 A" in the second line of text to read "Item 6.85 A".
3. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 5, Page A5-15, Article 7.2, Extra Utility Work;  
Change "Appendix X" in the second and sixth lines of text to read "Appendix C";  
Change "Jpoint" in the third line of text to read "Joint".
4. Refer to the Contract Drawings, Sheets 38, 39 and 40;  
Delete Sheets 38, 39 and 40, in their entirety;  
Substitute the attached revised Sheets 38R, 39R and 40R.

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page, one(1) page of attachments and three (3) sheets of drawings.

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

  
MOHSEN ZARGARELAHI, P.E.  
Assistant Commissioner

MFM Contracting Corp.  
Name of Bidder

By: 



## ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

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BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO. 8

DATED: December 07, 2012

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 3 OF 3, Addendum No. 5, pages A5-15 and A5-16, Articles 7.2 through 7.4; Delete Articles 7.2 through 7.4, in their entirety; Substitute the following revised Articles 7.2 through 7.4:

2 Extra Utility Work. Quantity overruns shall be permitted for all Utility Work items in the Unit Price Book. At all times, the Utilities and the Contractor acknowledge and understand the City's desire to complete the Public Work on schedule, and agree to cooperate with and work with the City and each other to resolve any extra Utility Work issues that may arise in the field. The Contractor and Utilities shall resolve such disputes in accordance with Article 5 and Article 6. above, and Appendix "C" herein.

3 No Text

4 No Admission. Nothing herein shall be construed to be an admission, acknowledgment or statement that the performance of any Utility Work or any extra Utility Work caused any delay to Public Work or resulted in any additional cost or expenses relating thereto.

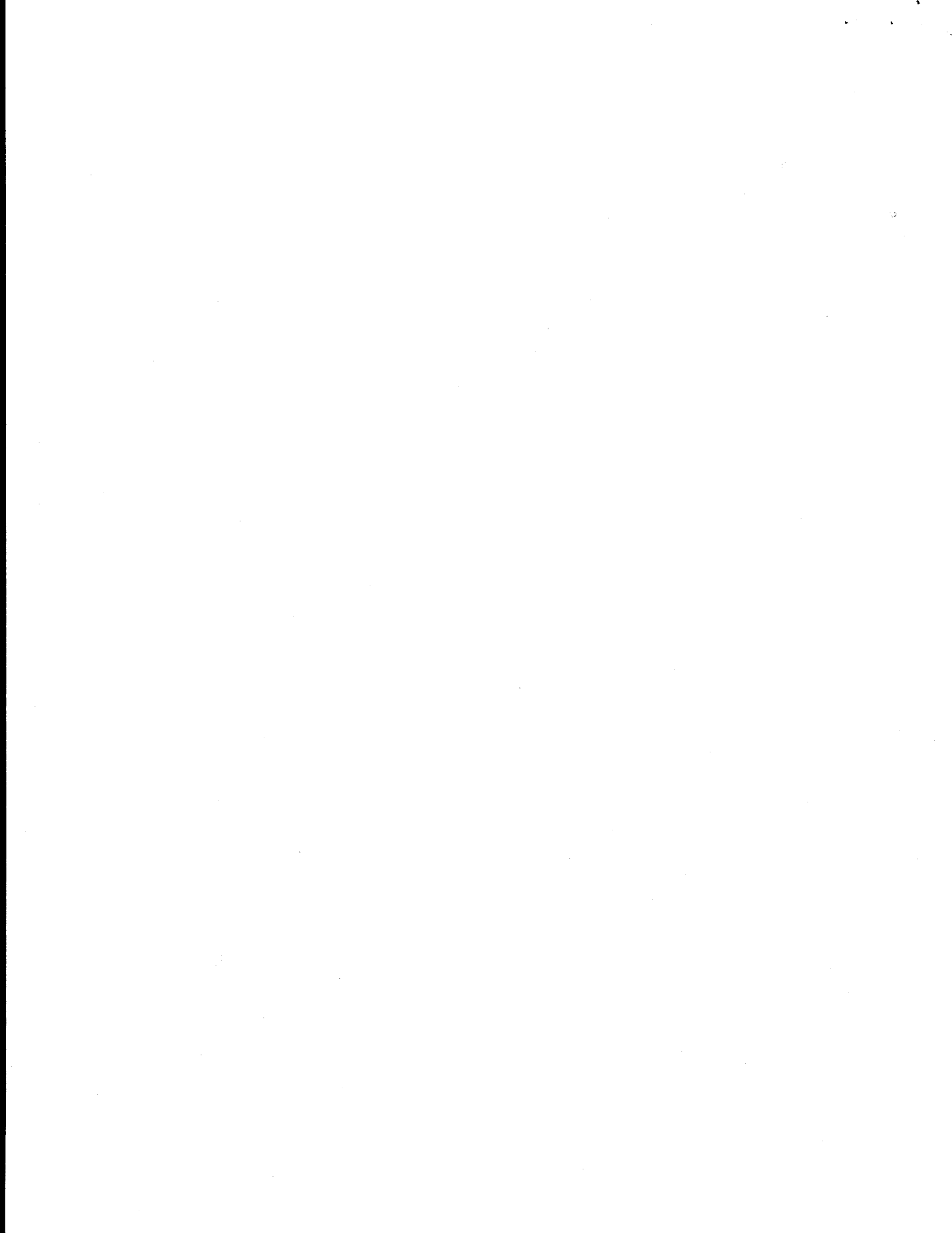
By signing in the space provided below, the bidder acknowledges receipt  
of this Addendum consisting of one (1) page.

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

MFMC Contracting Corp.  
Name of Bidder

By: Michael R. B.

Mohsen Zargarelahi, P.E.  
Assistant Commissioner



**SCHEDULE A**

<u>REFERENCE</u>	<u>ITEM</u>	<u>REQUIREMENTS</u>
Section 26 Information for Bidders	Bid Security	See Attachment 1 (page A-1 of the Bid Booklet).
	Performance Security Payment Security	See Attachment 1 (page A-1 of the Bid Booklet).
Article 14 Contract	Date for Substantial Completion	See Page SA-2
Article 15 Contract	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time: <u>\$1,500.00</u>
Article 17 Contract	Subcontracts	Not to Exceed <u>50%</u> of Contract Price
Article 77 Contract	M/WBE Program	See Subcontract Utilization Plan in the Bid Booklet
Section 6.40 Standard Highway Specifications	Liquidated Damages For Engineer's Field Office	For Each Calendar Day of Deficiency <u>\$250.00</u>  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.
Section 6.70 Standard Highway Specifications	Liquidated Damages For Maintenance and Protection of Traffic	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: <u>\$250.00</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: <u>\$500.00</u>
Section 7.13 Standard Highway Specifications	Liquidated Damages For Maintenance of Site	For Each Calendar Day, For Each Occurrence: <u>\$500.00</u>  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.

**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 1,460 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

  ✓   YES             NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November – December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS

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
<div data-bbox="164 611 813 653"> <span style="display: inline-block; width: 10px; height: 10px; background-color: black; margin-right: 5px;"></span> Commercial General Liability      Art. 22.1.1 </div>	<p data-bbox="911 611 1260 653">\$3,000,000 per occurrence</p> <p data-bbox="911 705 1479 779">\$6,000,000 aggregate (applicable separately to this <b>Project</b>)</p> <p data-bbox="911 821 1179 852">Additional Insureds:</p> <ol style="list-style-type: none"> <li data-bbox="911 856 1463 930">1. <u>City of New York, including its officials and employees, and</u></li> <li data-bbox="911 972 1503 1577">2. <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21<sup>st</sup> Floor, New York, NY 10004, of any material change and/or cancellation.</u></li> <li data-bbox="911 1619 1495 1692">3. <u>Consolidated Edison, Empire City Subway and Time Warner Cable of NYC</u></li> </ol>

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## (PART I CONTINUED)

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
<div data-bbox="180 611 841 646">■ Workers' Compensation Art. 22.1.2</div> <div data-bbox="180 674 841 709">■ Disability Benefits Insurance Art. 22.1.2</div> <div data-bbox="180 737 841 772">■ Employers' Liability Art. 22.1.3</div> <div data-bbox="180 800 841 835">□ Jones Act Art. 22.1.4</div> <div data-bbox="180 863 841 940">□ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.4</div>	<div data-bbox="938 611 1507 716">Workers' Compensation: Statutory per New York State law without regard to jurisdiction</div> <div data-bbox="938 751 1507 863">Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction</div> <div data-bbox="938 884 1430 953">Employers' Liability: \$2,000,000 each accident</div> <div data-bbox="938 999 1305 1031">■ Additional Requirements:</div> <div data-bbox="938 1077 1507 1335">(1) <u>Two (2) certificates of such insurance or authority for self-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></div>
<div data-bbox="180 1430 841 1465">□ Builders' Risk Art. 22.1.5</div>	<div data-bbox="938 1430 1507 1577">_____ % of total value of <b>Work</b> City of New York and the <b>Contractor</b> named as Loss Payee for the <b>Work</b> in order of precedence, as their interests may appear</div>



## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## (PART I CONTINUED)

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
<input checked="" type="checkbox"/> Comprehensive Business Auto Coverage Art. 22.1.6	<p>\$2,000,000 per accident</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.</p> <p>Additional Insureds:</p> <p>(1) <u>City of New York, including its officials and employees, and</u></p> <p>(2) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</u></p>
<input type="checkbox"/> Pollution/Environmental Liability Art. 22.1.7	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.8(a)	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## (PART I CONTINUED)

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
<input type="checkbox"/> Ship Repairers Legal Liability      Art. 22.1.8(b)	\$ _____ each occurrence [Contracting agency to fill in total value of City vessels involved]
<input type="checkbox"/> Collision Liability/Towers Liability      Art. 22.1.8(c)	\$ _____ per occurrence  \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and  2. _____  3. _____
<input type="checkbox"/> Marine Pollution Liability      Art. 22.1.8(d)	\$ _____ each occurrence  Additional Insureds: 1. City of New York, including its officials and employees, and  2. _____  3. _____

## SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

## (PART I CONTINUED)

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>[OTHER] Art. 22.1.9</p> <p>■ Railroad Protection Liability Policy</p> <p>(ISO-RIMA or equivalent form) approved by Permitior 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. <u>New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, the City of New York (as Owner) and all other indemnified parties.</u></p>

**SCHEDULE A****(RELATING TO ARTICLE 22 – INSURANCE)****(PART I CONTINUED)**

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>[OTHER] <span style="float: right;">Art. 22.1.9</span></p> <p><input type="checkbox"/> 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] <span style="float: right;">Art. 22.1.9</span></p> <p>■ Engineer's Field Office</p> <p><b>Section 6.40, Standard Highway Specifications</b></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>

**SCHEDULE A**

**(RELATING TO ARTICLE 22 – INSURANCE)**

**PART II. BROKER'S CERTIFICATION**

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

**CERTIFICATION BY BROKER**

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker (typewritten)]

\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized official or broker]

\_\_\_\_\_  
[Name and title of authorized official (typewritten)]

Sworn to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
NOTARY PUBLIC

**SCHEDULE A**

**(RELATING TO ARTICLE 22 – INSURANCE)**

**PART III. ADDRESS OF COMMISSIONER**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

FROM RECTOR STREET TO ANN STREET

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK

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

ADDENDUM NO. 1

DATED: September 27, 2012

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II
3. New Sections
4. Special Provision

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

**[Added 12-09-2010]**

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

**[Added 01-09-2011]**

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**  
Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety;  
Substitute the following revised **Subsection 4.16.5.(B)**:

**"(B) STUMP REMOVAL**

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."



**[Added 04-18-2011]**

3. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENT**;  
Delete the first three (3) paragraphs on page 219:  
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

**[Added 07-01-2011]**

4. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**;  
Delete line (b) under the first paragraph;  
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at [bridgeshold@dot.nyc.gov](mailto:bridgeshold@dot.nyc.gov) for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

(c) Permits from the Department of Sanitation for use of City landfills;"

**[Added 07-27-2011]**

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**  
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe \*.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;  
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe \*.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

**[Added 09-27-2012]**

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**  
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";  
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;**

Delete the text under **Subsections (a), (b), (c), (d), (h), (i), and (m),** in their entirety;

Substitute the following revised text:

- |     |                        |  |
|-----|------------------------|--|
| (a) | Make and Model:        | Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)  |
| (b) | Processor:             | i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.   |
| (c) | System Ram:            | Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs   |
| (d) | Hard Disk Drive(s):    | 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."   |
| (h) | Video Display Card:    | HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.  |
| (i) | Monitor:               | 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.   |
| (m) | Software Requirements: | Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer." |

2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b);**  
Delete the text under **Subsection (b),** which begins with the words  
"(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;  
Substitute the following revised text:

- (b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."

3. Refer to Page 367, **Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU)**, first paragraph;

Delete the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;

Substitute the following revised text:

**6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU).** In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, **TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS**;

Delete the requirements for a Photocopy Machine shown in the 15th row of **TABLE 6.40-I**, in its entirety;

Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.

1	1	1	1	1	1
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5. Refer to Page 368, **TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS**;

Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.

1	1	1	1	1	1
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Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.

-	-	1	1	1	1
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6. Refer to Page 496, Subsection **7.20.4. METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";  
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4**:

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, Subsection **6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;  
Delete the text under Subsections (g) and (k), in their entirety;  
Substitute the following revised text:

"(g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.

(k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, Subsection **6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;  
Delete the text under Subsection (a), in its entirety;  
Substitute the following revised text:

"(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum;  
Delete the text under **Subsection (b)**, in its entirety;  
Substitute the following words: **"(b) (No Text)."**

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;  
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;  
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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3. NEW SECTIONS

SECTION 4.02 I  
Asphalt Concrete Paving,  
Type I-1, I-4, and I-4A

PART 1. GENERAL

4.02I.1.01. DESCRIPTION.

- A. This Section specifies requirements for plant mix macadam base course, top course, and tack coat using performance graded asphalt specified in 4.02I.2.02.B.
- B. Except as in 4.02I.1.01.C. below, recycled asphalt concrete pavement (consisting of reclaimed asphalt pavement blended with new materials) may be used to the percentages specified in 4.02I.1.04C.2.b.
- C. Recycled asphalt concrete shall not be used in mixes where modified asphalts are used.

4.02I.1.02. REFERENCES. The following is a listing of the publications referenced in this Section:

American Association of State Highway and Transportation Officials  
(AASHTO)

AASHTO MP1	Performance Graded Asphalt Binder
AASHTO PP1	Practice for Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel (PAV)
AASHTO TP1	Test Method for Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)
AASHTO TP5	Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)
AASHTO T48	Flash and Fire Points by Cleveland Open Cup
AASHTO T240	Effect of Heat and Air on a Moving Film of Asphalt (Rolling Thin Film Oven Test)

American Society for Testing and Materials (ASTM)

ASTM C 88	Test Method For Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer than 75-micrometres (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C 127	Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	Test Method for Specific Gravity and Absorption of Fine Aggregate
ASTM C 131	Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C 566	Test Method for Total Moisture Content of Aggregate by Drying
ASTM C 1252	Test Methods for Uncompacted Void Content of Fine Aggregate (as Influenced By Particle Shape, Surface Texture, and Grading)
ASTM D 70	Test Method for Specific Gravity and Density of Semi-Solid Bituminous Materials
ASTM D 75	Practice for Sampling Aggregates
ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 692	Coarse Aggregate for Bituminous Paving Mixtures
ASTM D 979	Practice for Sampling Bituminous Paving Mixtures
ASTM D 995	Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 1461	Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1559	Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate



ASTM D 2726	Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D 3203	Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3549	Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D 3666	Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	Test Methods for Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4402	Method for Viscosity Determinations of Unfilled Asphalt Using the Brookfield Thermosel Apparatus
ASTM D 4791	Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867	Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5976	Type I Polymer Modified Asphalt Cement for Use in Pavement Construction
ASTM D 6084	Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D 6307	Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM E 178	Practice for Dealing with Outlying Observations Asphalt Institute - Manual Series
MS-2	Mix Design Methods for Asphalt Concrete, and Other Hot-Mix Types
MS-20	Asphalt Hot-Mix Recycling

Dept. of Transportation - Federal Aviation Administration (FAA)

Eastern Region Laboratory Procedures Manual (ERLPM) March, 1994

4.02I.1.03. DESIGN AND PERFORMANCE REQUIREMENTS.

## A. Job Conditions

1. Apply tack coat only when the base surface is dry, the ambient temperature in shade is 35 degrees F or above and the temperature has not been below 32 degrees F for 12 hours immediately prior to application, unless otherwise approved by the Engineer.
2. Asphalt concrete mixture laydown temperatures shall be within the limits shown in the following table:

TABLE OF ASPHALT CONCRETE MINIMUM LAYDOWN TEMPERATURE FOR GIVEN BASE TEMPERATURE AND COURSE THICKNESS						
Base Temp. in Degrees F°	Course Thickness in Inches					
	1/2	3/4	1	1-1/2	2	3+
31-40	---	---	---	305	295	280
41-50	---	---	310	300	285	275
51-60	---	310	300	295	280	270
61-70	310	300	290	285	275	265
71-80	300	290	285	280	270	265
81-90	290	280	275	270	265	260
91 & OVER	280	275	270	265	260	255

3. In case of sudden rain, the Engineer may permit placing of mixture then in transit from the plant provided the surface is free from pools of water and laydown temperatures conform to the above tabulation. Such permission, however, shall not be interpreted as a waiver of any of the quality requirements.

## B. Asphalt Concrete Mix Design

1. Design asphalt concrete job mix formula based on the "Mix Design Table" specified in 4.02I.2.03.A and specimen compaction temperature specified in 4.02I.1.04.E.3.
2. Design top course to the following target values:\*

Marshall Stability at 75 blows (ASTM D 1559) - 2150 lbs., min.

\* For asphalt concrete mixes with five percent of the aggregate or greater retained on the 1" sieve, the Engineer may require the use of six inch molds to increase the repeatability of Marshall test results. For six inch molds Marshall stability shall be 4800 lbs. minimum at 113 blows with 22.5 lb. hammer, 18 inch drop and the flow value shall be within the 12 to 24 range.

Flow Value, 0.01 inch gradation (ASTM D 1559) - 8 to 16

Marshall Air Voids, Percent, (ASTM D 3203) #:

Top course	3.3 to 4.7
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Percent Voids Filled with Asphalt

Mix I-4A	65 to 75
Mix I-4	65 to 80

Voids in the Mineral Aggregate (VMA), Percent, Minimum:

Mix I-4A	14
Mix I-4	15

3. Plant mix macadam base course (Mix I-1) shall be a mixture designed within the gradation limits specified in 4.02I.2.03.A.
4. The design job mix formula shall indicate definite percentages passing for each sieve fraction of aggregate and an asphalt content.
5. Design new job mix formula for each asphalt plant used, whenever there is a change in material or when field conditions dictate a need for redesign.
6. When required by the Engineer, determine the tensile strength ratio of specimens of the composite paving mixture by procedures specified in ASTM D 4867. The value shall be not less than 75 percent.

C. Plant Production Requirements

1. Top course shall have 100 percent of the material in each lot equal, or exceed or fall within the range for the following acceptance limits\*:

Marshall Stability at 75 blows (ASTM D 1559) - 1800 lbs., min.

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# Determine by comparing bulk specific gravity (ASTM D 2726) to maximum specific gravity (ASTM D 2041).

\* If six inch molds are required as set forth in 4.02I.1.03.B.2, Marshall stability shall be 4000 lbs minimum at 113 blows with 22.5 lb. hammer, 18 inch drop and the flow value shall be within the 12 to 24 range.

Flow Value, 0.01 inch gradation (ASTM D 1559) - 8 to 16

Marshall Air Voids, Percent, (ASTM D 3203)#:

Top course

2.5 to 5.5

2. The targets for Marshall stability and flow value shall be as set forth in 4.02I.1.03.C.1 above. If the PWL as set forth in 4.02I.4.03.C.5 of the lot for either parameter is less than 90 percent, the Contractor shall take corrective actions as set forth in 4.02I.3.03.C.

D. In-Place Pavement Requirements

1. Smoothness and Grade

- a. Final surface shall be smooth and free from roller marks and irregularities greater than 1/4 inch when tested in accordance with 4.02I.1.04.D.7.
- b. Each surface shall conform to the lines and grades shown on the Contract Drawings within a tolerance of plus or minus 0.045 foot, except where closer tolerance is required for proper functioning of appurtenant structures and drainage. Surface grade shall be tested in accordance with 4.02I.1.04.D.8.

2. Density

- a. The target for in-place mat density shall be 98 percent or better (97 percent for pavement on roadway structures). Acceptance shall be on a lot basis as set forth in 4.02I.1.04.E.3 and E.5. The acceptance of each lot shall be based on the Percent of Material Within Tolerance Limits (PWL), as set forth in 4.02I.4.03.C.5. Deductions from compensation shall be made if the PWL of the lot is less than 90 percent as set forth in 4.02I.4.03.D. If the PWL of the lot equals or exceeds 90 percent and pavement joint density for the lot equals or exceeds 90 percent, the percentage adjustment to compensation may be between 100 and 106 as set forth in 4.02I.4.03.D. The lower tolerance limit for pavement mat density is 96.3 percent.

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# Determine by comparing bulk specific gravity (ASTM D 2726) to maximum specific gravity (ASTM D 2041).

- b. The target for in-place joint density shall be 96 percent or better. Acceptance shall be on a lot basis as set forth in 4.02I.1.04.E.6. The acceptance of each lot shall be based on the Percent of Material Within Tolerance Limits (PWL), as set forth in 4.02I.4.03.C.5. If the PWL of the lot is less than 90 percent, the Contractor shall take corrective actions as set forth in 4.02I.3.03.D. The lower tolerance limit for pavement joint density is 93.3 percent.
- c. Plant mix macadam base course shall have stone thoroughly interlocked, interstices reduced to a minimum and creeping of mixture no longer visible and with no further increase in density achievable by additional rolling.

3. Marshall Air Voids

The target bands for Marshall air voids shall be as set forth in 4.02I.1.03.C.1. Acceptance shall be on a lot basis as specified in 4.02I.1.04.E.3. The acceptance of each lot shall be based on the Percent of Material Within Tolerance Limits (PWL) as set forth in 4.03.C.5. Deductions from compensation shall be made if the PWL of the lot is less than 90 percent as set forth in 4.02I.4.03.D, unless the in-place requirements set forth in 4.02I.1.03.D.4 are met. If the PWL of the lot equals or exceeds 90 percent and pavement joint density for the lot equals or exceeds 90 percent, the percentage adjustment to compensation may be between 100 and 106 as set forth in 4.02I.4.03.D.

- 4. Deductions from the Contractor's compensation for Marshall air voids exceeding the upper limit for acceptance will not be assessed if all of the following criteria are met:
  - a. In-place density is no less than 99.5 percent of Marshall.
  - b. The average in-place voids are no greater than 5.5 percent for top course.
  - c. 90 percent of the in-place voids are less than 7.0 percent for top course.

## 5. Thickness

- a. Pavement courses shall conform to thicknesses shown on the Contract Drawings within the following tolerances:

<u>Course or Combination of Courses</u>	<u>Tolerance* (in inches) Plus or Minus</u>
Thickness of top course	1/4
Total thickness of plant mix Macadam base course, and top course	1/4

4.02I.1.04. QUALITY CONTROL/ASSURANCE.

## A. General

1. The Contractor shall establish, provide, and maintain an effective quality control system which will provide reasonable assurance that the materials and completed construction submitted for acceptance conform to contract requirements whether manufactured or processed by the Contractor or procured from sub-contractors or vendors. Although guidelines are established and certain requirements are specified, they are minimum and the Contractor shall assume full responsibility for meeting all requirements.
2. The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control responsibilities for specific items as included in these specifications.
3. The Contractor shall provide the Engineer certification in writing stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures. As a part of the process for approving the Contractor's Plan, the Engineer may require the Contractor's technician to perform testing of samples to demonstrate an acceptable level of performance.
4. The Contractor shall perform quality control sampling, testing, and inspection during all phases of the work and shall perform them at a rate sufficient to ensure that the work conforms to the contract requirements, and at minimum test frequencies required by 4.02I.1.04.D.

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\* All measurements for this purpose shall be to the nearest 1/8th inch.

## B. Quality Control Plan

1. The Contractor shall provide and maintain a Quality Control Plan (Plan) along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform and document tests, and otherwise ensure the quality of the product. For Contracts requiring 5,000 tons of asphalt concrete, the Plan is required. For Contracts requiring less than 5,000 tons of asphalt concrete, the Plan is recommended.
2. The Contractor shall describe the Plan in a written document which shall be approved by the Engineer prior to the start of any production or construction. The written Plan shall be submitted to the Engineer for approval at least 5 days prior to the start of operations.
3. No payments will be made for materials which are subject to specific quality control requirements without an approved Plan.
4. The Plan may be operated wholly or in part by the Contractor or an independent organization. However, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.
5. Plan Contents: The Plan shall be organized to address the following minimum items:
  - a. Quality control organization chart.
  - b. Area of responsibility and authority of each individual.
  - c. Names and qualifications of personnel as required by 4.02I.1.04.B.7.d.
  - d. A listing of any outside organizations such as testing laboratories that will be employed by the Contractor and a description of the services they will provide.
  - e. A testing plan which lists the tests required to be performed by the Contractor, the frequency of testing, sampling locations, and the location of the testing facilities.
  - f. Procedures for ensuring that tests are taken in accordance with the testing plan, that they are documented, and that proper corrective actions are taken when necessary.
  - g. Procedures for ensuring that testing equipment is available, complies with specified standards, and has been calibrated against certified standards.

- h. Procedures for verifying that tests are taken in accordance with the appropriate AASHTO and ASTM standards.
  - i. Procedures for submittal of test results to the Engineer on a daily basis.
  - j. An action plan detailing the criteria to be utilized to correct unsatisfactory production processes and construction practices, when tests indicate materials are failing to meet specification for the following:
    - (1) aggregate gradation
    - (2) density
    - (3) Marshall air voids
6. Plan Elements. The Plan shall address all elements which affect the quality of the pavement including:
- a. Mix Design
  - b. Aggregate Grading
  - c. Quality of Materials
  - d. Stockpile Management
  - e. Proportioning
  - f. Mixing and Transportation
  - g. Placing and Finishing
  - h. Joints
  - i. Compaction
  - j. Surface smoothness
7. Quality Control Organization
- a. The Plan shall be implemented by the establishment of a separate Quality Control Organization. An organization chart shall be developed to show all quality control personnel integrated with other management, production, and construction functions and personnel.
  - b. The organization chart shall identify all quality control staff required to implement all elements of the quality control program, including inspection and testing functions for different items of work.



- c. If an outside organization or independent testing laboratory is used for implementation of all or part of the Plan, the personnel assigned shall be subject to the qualification requirements of this paragraph. The organization chart shall indicate which personnel are contractor employees and which are provided by an outside organization.
- d. The Quality Control Organization shall consist of the following minimum personnel:

- (1) Plan Administrator

The Plan Administrator shall be an employee of the Contractor. The Plan Administrator shall have prior quality control experience on a project of comparable size and scope.

In addition, the Plan Administrator shall meet one of the following requirements:

- (a.) Professional Engineer with one year of asphalt paving experience acceptable to the Engineer.
- (b.) Engineer-in-Training with two years of asphalt paving experience acceptable to the Engineer.
- (c.) An individual with three years of highway and/or airport paving experience acceptable to the Engineer and with a Bachelor of Science Degree in either Civil Engineering, Civil Engineering Technology or Construction.
- (d.) Construction Materials Technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (e.) Highway Materials Technician certified at Level III by NICET.
- (f.) Highway Construction Technician certified at Level III by NICET.
- (g.) A NICET certified Engineering Technician in Civil Engineering Technology with 5 years of asphalt paving experience acceptable to the Engineer. Certification at an equivalent level, by a State or nationally recognized organization will be acceptable in lieu of NICET certification. The Plan Administrator shall have full authority to institute any and all actions necessary for the successful operation of the Plan to ensure

compliance with the Specifications. The Plan Administrator shall report directly to a responsible officer in the Contractor's organization. The Administrator may supervise the Plan on more than one project provided that they can be at the job site within one hour after being notified of a problem.

(2) Quality Control Technicians

The Contractor shall provide a sufficient number of Quality Control Technicians to adequately implement the Plan. These personnel shall be either engineers, engineering technicians, or experienced craftsmen holding a current certificate issued by the New York City Society of Asphalt Technologists (NYCSAT). Information regarding the certification procedure can be obtained by contacting NYCSAT.

The Quality Control Technicians shall report directly to the Plan Administrator and shall perform the following functions:

- (a.) Inspection of all plant equipment used in proportioning and mixing to ensure proper calibration and operating condition.
- (b.) Performance of quality control tests necessary to adjust and control mix proportioning in accordance with the job mix formula.
- (c.) Inspection of all equipment used in placing, finishing, and compacting material to ensure proper operating condition.
- (d.) Inspection during construction to ensure placement, joint construction, and compaction is in conformance with the specifications and will produce a finished product that meets specification requirements.
- (e.) Performance of all quality control testing as required by 4.02I.1.04 D, including density monitoring.

8. Testing Laboratory.

- a. The Plan must provide for a fully equipped asphalt laboratory located at the plant, job site, or other approved location. It shall be available for joint use by the Contractor for quality control testing and by the Engineer for acceptance testing and must have adequate equipment for the performance of the tests required by these specifications. The Engineer shall have priority in use of the equipment necessary for acceptance testing.

- b. The effective working area of the laboratory shall be a minimum of 150 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70°F + 5°F.
- c. In addition to the equipment required for testing, the laboratory shall be equipped with a paper copier and facsimile machine to be utilized by the Engineer.
- d. Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Engineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Engineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting test results, the delivery and placement of the asphalt materials shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

9. Noncompliance.

In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the Contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, the Engineer may:

- a. Order the Contractor to replace ineffective or unqualified quality control personnel.
- b. Carry out the functions and operations of the Contractor's approved Quality Control Program. Costs incurred by the Engineer to operate the Quality Control Program or to otherwise remedy the Contractor's non-compliance with quality related provisions of the Contract shall be deducted from the total amount due the Contractor.

C. Source of Aggregate and Sampling

1. Virgin Aggregate

- a. Sources of virgin aggregates shall be selected well in advance of the time the materials are required for the construction. When the aggregates are obtained from a previously approved source, random hot bin samples shall be submitted, if requested by DDC's Director of Quality Assurance, 14 days prior to the start of production and if from a source not previously approved, random hot bin

samples shall be submitted 45 days prior to the start of production. Sampling of the hot bin materials for job mix formulation will be observed by the Engineer and identical samples shall be obtained for verification of the job mix formulation by the Department's Quality Assurance Laboratory or their agents. The Engineer may require the proposed mix formulation to be batched at the asphalt plant and tested in the presence of the Engineer.

- b. Where previously used or concurrent job mix formulations are to be used, the taking of hot bin samples may be waived by the Engineer.

2. Reclaimed Asphalt Pavement

- a. Where reclaimed asphalt pavement material is permitted, it shall have 100 percent passing 1/2 inch sieve and shall be a mixture of only coarse aggregate, fine aggregate, and asphalt cement, free of solvents or other contaminating substances. The fine aggregate contained in the reclaimed asphalt pavement shall have a plasticity index not greater than 4 when tested in accordance with ASTM D 4318. The stockpiles of reclaimed asphalt pavement shall be maintained in a manner to prevent contamination with other aggregates and shall be covered in order to maintain a low moisture content of the reclaimed asphalt pavement.
- b. Unless otherwise shown on the Contract Drawings, the proportion of reclaimed asphalt pavement permitted within each mix shall be 10 percent for top and bottom courses and 25 percent for base course.
- c. Contractor's reclaimed asphalt pavement will be considered for use providing the Engineer is notified of the intended use and the reclaimed asphalt pavement is approved. A minimum of six representative samples, each at least 7 pounds, shall be taken from each stockpile. A stockpile shall not exceed 3000 tons. Sampling shall be done by the Contractor in accordance with ASTM D 75, and will be observed by a representative of the Engineer. Duplicate samples shall be taken and submitted with mix design for verification. Samples shall be tested by the Contractor in accordance with ASTM D 2172 to determine asphalt content and the recovered aggregate shall be tested by the Contractor in accordance with ASTM C 136 for gradation.
- d. Once a reclaimed asphalt pavement stockpile has been approved for use, the stockpile shall be dedicated to the Contract and no reclaimed asphalt pavement may be added to the stockpile. If there is an insufficient amount of reclaimed asphalt pavement in the stockpile to complete the work, a new, separate stockpile, may be made and shall be tested for acceptance as aforementioned.

3. Stockpiles of reclaimed asphalt pavement and that of new aggregate shall be located so as to prevent intermingling.
4. When more than one asphalt plant is to be used to supply asphalt concrete to the construction site, each asphalt plant shall use the same materials and a similar job mix formula.
5. Locations and timing of random sampling shall be determined in accordance with Section 6 of FAA ERLPM.

D. Contractor's Quality Control Tests

1. Perform all quality control tests necessary to control the production and construction processes. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, Marshall properties and temperatures. Obtain samples at the direction of the Engineer for the purpose of quality control testing. Random sampling procedures specified in Section 6 of FAA ERLPM shall be used for determining the selection of samples as follows:
  - a. Take four samples of freshly mixed material per each lot (one sample from each subplot) for top, bottom, and base courses and bridge deck membrane. Take samples in accordance with ASTM D 979 from material at the mixing plant.

A lot will be defined as one day's production for each mix. Production rates for each mix will be obtained from the asphalt plant at the start of each day's production. A subplot will be defined as a quarter of a lot based on the initial production forecast for the mix. Maximum lot size will be 2000 tons. If a day's production is forecast over 2000 tons, the forecast quantity shall be divided into two or more equal lots. Should actual production be greater than the initial forecast of production for a given mix, the additional production will be divided into the same subplot sizes as initially calculated. If one or two additional sublots are produced they will be added to that day's lot with  $n=5$  or  $6$  for sublots. If three or more additional sublots are produced in a day, an additional lot will be established for that particular day.

If actual production is less than the initial forecast for a given mix but sufficient material was produced to constitute three sublots, a lot will be formed with three sublots ( $n=3$ ). Should actual production constitute only one or two sublots, the sublots will be added either to the previous lot or the next production lot, dependent on the lot that is closer in actual time. A minimum of three sublots will define a lot. Each subplot shall contain a minimum of 75 tons of material.

Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant.

- b. Test samples to determine asphalt content in accordance with ASTM D 2172, D 4125 or D 6307. Test recovered aggregate to determine gradation in accordance with ASTM C 136. When automated recording plants are used, submit printouts of asphalt content to the Engineer for information purposes only.
- c. The Contractor may prepare three plugs from each top, bottom and overlay sample and test them in accordance with ASTM D 1559 using automatic compaction procedures. Marshall Air voids will be determined in accordance with ASTM D 3203. For each subplot, the maximum theoretical density shall be determined in accordance with ASTM D 2041.

Voids filled with asphalt, for each plant sample, shall be computed as follows:

- (1) Determine asphalt content in percentage by volume (I) using:

$$I = \frac{P_b \times G_{mb}}{G_b}$$

Where:

I = Percentage by volume of asphalt

P<sub>b</sub> = Percentage by weight as asphalt

G<sub>mb</sub> = Bulk specific gravity of compacted mixture

G<sub>b</sub> = Specific gravity of asphalt

- (2) Determine percent voids filled with asphalt (VF) as follows:

$$VF = \frac{I \times 100}{I + P_a}$$

Where:

VF = Percent voids filled with asphalt

I = Percentage by volume of asphalt

P<sub>a</sub> = Percent Marshall air voids

Voids in the Mineral Aggregate (VMA) will be estimated by adding percentage of asphalt (by volume) to the percent of air voids. Bulk specific gravities will be used to calculate VMA.

- d. Take hot bin or feeder belt composite samples of aggregate from top, bottom and base courses and bridge deck membrane mixes at least twice daily and check gradation in accordance with ASTM C 136, including washing material passing No. 8 sieve in accordance with ASTM C 117.
- e. At least six times daily, check and record temperatures at necessary locations to determine the temperatures of:
  - (1) aggregates and asphalt immediately before introduction to the pugmill or dryer drum;
  - (2) the mixture immediately after discharge from the pugmill or dryer drum;
  - (3) the mixture at the spreader on the construction site.
- f. Reclaimed Asphalt Pavement
  - (1) Where reclaimed asphalt pavement is being used as a substitute for some of the virgin aggregate, take a sample of freshly mixed recycled asphalt concrete in accordance with ASTM D979 and determine the moisture content at least twice daily. Moisture determinations shall be based on the weight loss by heating an approximately 4 pound sample of the freshly mixed materials for one hour in an oven at 280 plus or minus 5 degrees F. The moisture content of the freshly mixed bituminous concrete shall not exceed 0.8 percent.
  - (2) Take a sample of reclaimed asphalt pavement from the approved stockpile at least once daily and test in accordance with ASTM D2172 to determine asphalt content and gradation in accordance with ASTM C136. The resulting asphalt content and aggregate gradation shall be similar to the average test results of the reclaimed asphalt pavement submitted with Design Job Mix Formula. If there is a variation of plus or minus 1.0 percent in the asphalt content or, plus or minus 10 percent in aggregate gradation on any sieve, a second sample shall be taken and tested in the same manner as the first sample, appropriate measures shall be taken to adjust the mixture to compensate for the variation in the reclaimed asphalt pavement.
- g. Moisture Content of Aggregate

The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

## h. Moisture Content of Mixture

The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461.

- i. Perform additional testing as required to ensure that mixtures produced meet the requirements of this Section.

## 2. Control Charts

The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Control charts shall be posted in a location satisfactory to the Engineer and shall be kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the Engineer may suspend production or acceptance of the material.

## a. Individual Measurements

Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation and asphalt content. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

CONTROL CHART LIMITS FOR INDIVIDUAL MEASUREMENTS

<u>Sieve</u>	<u>Action Limit</u>	<u>Suspension Limit</u>
1"	+4%	+11%
3/4"	+4%	+11%
1/2"	+4%	+9%
3/8"	+4%	+9%
No. 4	+4%	+9%
No. 8	+4%	+7.5%
No. 16	+4%	+7.5%
No. 30	+4%	+7.5%
No. 50	+3%	+4.5%
No. 100	+2%	+3%
No. 200	+2%	+3%
Asphalt content	0.3%	+0.7%



## b. Range.

Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of  $n = 2$ . Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for  $n = 3$  and by 1.27 for  $n = 4$ .

CONTROL CHART LIMITS BASED ON RANGE	
(Based on $n = 2$ )	
<u>Sieve</u>	<u>Suspension Limit</u>
1"	13%
3/4"	13%
1/2"	11%
3/8"	11%
No. 4	11%
No. 8	9%
No. 16	9%
No. 30	9%
No. 50	6%
No. 100	3.5%
No. 200	3.5%
Asphalt Content	0.8%

## c. Corrective Action.

The Quality Control Plan shall indicate that appropriate action shall be taken when the process is believed to be out of control. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

3. Document quality control efforts using copies of the sample forms contained in the FAA ERLPM, Appendix C, in its entirety,

or other forms obtained from the Engineer. Test results shall be made available to the Engineer daily.

4. If a storage silo is used (except where excluded in 4.02I.3.02.A.8):
  - a. Check the silo to see that it can properly store the asphalt concrete for the time involved.
  - b. Take samples of asphalt concrete as it is unloaded from the silo and check them for conformance to this Section. If the asphalt concrete appears segregated, the use of the storage silo shall be stopped until it is demonstrated to the Engineer that the condition has been corrected.
  - c. Silo storage time will be governed by previous State DOT approval, not to exceed 24 hours.
5. Unless otherwise noted on the Contract Drawings, and subject to the approval of the Engineer, select an area to be called a control strip from the first day's production of each mix. Each control strip shall be a minimum of 100 feet long and two spreader widths wide and shall be constructed to meet the requirements of this Section and in the same manner as the remainder of the course it represents. Three random samples shall be taken at the plant and tested for stability, flow and air voids in accordance with 4.02I.1.04.D.1.c. Three randomly selected cores shall be taken from the pavement and three along the longitudinal joint and tested to determine density in accordance with 4.02I.1.04.E.5 and E.6.

The control strip shall become part of the completed pavement if, in fact, it does meet the requirements of this Section. The purpose of the control strip is to have the Contractor demonstrate that the pavement may be constructed using the proposed equipment and methods of operation and obtain all quality requirements prior to the start of full production. A new control strip shall be constructed whenever a change is made in equipment, methods of operation, the type or source of material or whenever there is a change in the job mix formula.
6. Include, as part of the quality control plan, the use of a nuclear density device to aid in meeting the specified target densities. Such device shall be calibrated with the control strip cores. If a different device is utilized other than that device, it shall be calibrated with an additional set of pavement cores.

## 7. Surface Smoothness.

Each lot shall be evaluated with a 16-foot straightedge. The lot size shall be 2,000 square yards. Measurements will be made perpendicular and parallel to the centerline of the paving strips at distances not to exceed 50 feet. When more than 15 percent of all measurements within a lot exceed the specified tolerance, the Contractor shall correct the deficiency in accordance with 4.02I.3.03.A. Written measurement results shall be submitted to the Engineer prior to payment. The Engineer shall perform the survey jointly with the Contractor.

## 8. Surface Grade.

The finished grade of each lot will be determined by running levels at intervals of 50 feet or less longitudinally and 25 feet or less transversely to determine the elevation of the completed pavement. The lot size shall be 2,000 square yards. When more than 15 percent of all the measurements within a lot are outside the specified tolerance, the Contractor shall correct the deficiency in accordance with 4.02I.3.03.A. Survey results shall be submitted to the Engineer prior to payment. The Engineer shall perform the survey jointly with the Contractor.

## E. Engineer's Sampling and Testing

1. Asphalt concrete will be received only from approved automated plants equipped with interlocks and printouts meeting the requirements of ASTM D 995 and subject to the following:
  - a. Plant interlocks and printouts shall be in operation during production and two (2) copies of all printouts shall be furnished to the Engineer daily.
  - b. Scales shall be certified by an approved agency at least every 180 days and copies of certifications shall be submitted to the Engineer on request.
2. The Contractor shall provide labor and equipment to take samples, except cores to check thickness and density.
3. The Engineer may take field samples in accordance with ASTM D 979 from the mat (material placed by the spreader but prior to compaction). These samples shall be from the sublots that were sampled in 4.02I.1.04.D.1.a. The Engineer will prepare three plugs from each sample and test them in accordance with ASTM D 1559 using automatic compaction procedures. The specimen compaction temperatures will be within the following range as measured within 1/2 inch from the outside edge:

Type of AsphaltTemperature Degrees F°

Asphalt Cement  
Modified Asphalt

275 - 295  
290 - 310

Air voids and voids filled with asphalt will be determined in accordance with ASTM D 3203 and 4.02I.1.04.D.1.c. The average test values obtained from each lot of top course shall conform to the parameters specified in 4.02I.1.03.C.

In lieu of sampling and testing in the field, the Engineer may sample and perform acceptance testing at the plant. The Contractor will be advised at the start of Work where the Engineer will sample and test. Sampling from trucks at the plant shall be in accordance with FAA ERLPM, Section 6.

4. For thickness determination, each course will be divided into area lots consisting of the area covered by the lot sampled as specified in 4.02I.1.04.D.1.a and each lot will be further subdivided into four equal sublots. The Engineer will take one 4-inch diameter core randomly in each subplot to check thickness of the top course. One fourth of all such cores will continue through the plant mix macadam base course. Thickness will be determined in accordance with ASTM D 3549.

5. Mat Density

- a. The Engineer will determine the in-place density of the control strip and subsequently placed pavements by taking cores at random locations as specified below.
- b. Cores taken from the top course and any other specimens taken at the jobsite, sampled in accordance with the random sampling procedures as specified in 4.02I.1.04.D.1, will be tested for bulk specific gravity in accordance with ASTM D 2726. Cores shall not be taken closer than one foot from a transverse or longitudinal joint for pavement mat density determination. The in-place density of the pavement course will be the ratio of the in-place specific gravity to the laboratory bulk specific gravity expressed as a percentage.

- c. Cores taken from courses containing more than 10 percent Air Voids will be tested for density (Bulk Specific Gravity) according to the following equation:

$$\text{S.G.} = \frac{W}{12.87 \text{ d}^2 h}$$

Where:

S.G. = Bulk Specific Gravity

W = Weight, Dry Specimen (grams)

d = Measured diameter\* (inches)

h = Measured height\* (inches)

Laboratory bulk specific gravity and computation of in-place density will be as specified in 4.02I.1.04.E.5.b above.

- d. The average in-place density determination, taken from the area covered by the lot sampled as specified in 4.02I.1.04.D.1.a, will be determined by summing up the subplot in-place density readings obtained from a lot and dividing the total by the number of sublots. The in-place density from each subplot will be obtained using a core reading taken from each subplot on a random basis and dividing by the Marshall bulk density (ASTM D 1559 and D2726) taken for that subplot. Any core with a thickness less than twice the largest sieve size to retain more than 5 percent of any aggregate will be discarded and additional random cores will be taken as required to ensure representative readings.
- e. The procedure specified in a. through d. above will be repeated when a change is made in the type or source of material or whenever a new job mix formula is approved for material from the same source.

#### 6. Joint Density

One core will be taken from each subplot as defined in 4.02I.1.04.D.1.a and tested in accordance with 4.02I.1.04.E.5. Cores shall be located adjacent and not greater than 6 inches from the unconfined longitudinal joint, in the same paving lane, and in line with the location of the random cores taken under 4.02I.1.04.E.5.b.

7. The Contractor shall patch all areas where samples are taken with an approved asphalt concrete or Portland cement concrete properly tamped to fill all voids and struck off flush with the surface within 24 hours after sampling.

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\* Average of 5 equally spaced measurements around the core.

8. Infrared spectroscopy shall be performed on the modified asphalt binder extracted from a sample taken at the asphalt plant by the Engineer or it's representative to determine the quality and quantity of asphalt modifier in the asphalt concrete mixture.

If the test determines that the requirements have not been satisfied, the Contractor shall remove and replace all unsatisfactory material at no additional cost to the City.

9. The Engineer may at any time, notwithstanding previous plant approval, reject and require the Contractor to dispose of any batch of asphalt concrete mixture which is rendered unfit for use due to contamination, segregation or incomplete coating of aggregate. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer and, if he can demonstrate in the laboratory, in the presence of and to the satisfaction of the Engineer, that such material was erroneously rejected, such rejected material will be deemed Extra Work.
10. Where there is a discrepancy between the Contractor's test results and the Engineer's, the Engineer's results shall govern.

#### 4.02I.1.05. SUBMITTALS

- A. Submit to the Engineer, for approval, all Job Mix Formulae with Checklist (specified in 4.02I.2.03.B) for each type of asphalt concrete mix, from each plant and each new source of material at least 10 days prior to the start of production.
- B. Submit certified test data, location of each type aggregate to be used and quantities to be obtained from each location and make arrangements for the Director of NYCDDC's Quality Assurance Unit to obtain samples from each such location for checking against the samples submitted. Take all samples in accordance with requirements of ASTM D 75 and ASTM D 242.
- C. If requested, submit to the Director of NYCDDC's Quality Assurance Unit samples of each type aggregate to be used and from each source with proper identification as to source, type of aggregate and Contract number. Submit in clean, sturdy bags and in the following amounts for each sample when requested:

Reclaimed Asphalt Pavement (when used)	- 50 lbs.
Coarse Aggregate	- 25 lbs.
Fine Aggregate	- 25 lbs.
Mineral Filler	- 5 lbs.

- D. Submit to the Director of NYCDDC's Quality Assurance Unit for approval four one-quart samples of the asphalts and two one-quart samples of the liquid latex (if applicable) proposed for use together with the following data:
1. The name of the supplier(s).
  2. An analysis of such asphalts by the supplier, certifying that the results of tests comply with the requirements of AASHTO MP1 and this Section.
  3. A certificate, from the liquid latex supplier, identifying and stating the physical properties of the latex components. Percentages of solids and water shall be included.
- Resubmit the above data each time an asphalt or liquid latex from a different source is proposed.
- E. Where asphalt cement is to be combined at the plant with an asphalt modifier, submit the asphalt cement in accordance with 4.02I.1.05.D above and submit a 10-pound sample of the asphalt modifier together with a certificate from the modifier supplier identifying and stating the physical properties of the modifier.
- F. Submit quality control plan and control charts to the Director of NYCDDC's Quality Assurance Unit for approval, at least 5 days prior to the start of production.
- G. Submit smoothness measurements and surface grade survey results to the Engineer prior to application for payment.

## PART 2. PRODUCTS

### 4.02I.2.01. MANUFACTURERS.

- A. Manufacturer of asphalt cement shall be approved by the New York State Department (NYSDOT) of Transportation.
- B. Manufacturer of natural asphalt shall be one of the following, or approved equivalent:
1. Harrison and Crossfield America, Inc.; Bronxville, NY
  2. Lake Asphalt and Petroleum Co.; Harrisburg, PA
- C. (No Text)

D. Manufacturer of Modified Asphalt shall be one of the following. No Substitution is permitted.

1. Stylink - Koch Materials; Pensauken, NJ
2. Vestoplast "S" Modifier - Creanova, Inc.; Sommerset, NJ
3. Kraton - Shell Chemical Co.; Houston, TX
4. Citgoflex SP - Citgo Asphalt Refining Co.; Paulsboro, NJ

4.02I.2.02 MATERIALS

A. Aggregates

1. If the tensile strength ratio of the specimens of composite mixture is less than 75 percent, as specified in 4.02I.1.03.B.6, the aggregates will be rejected unless the Contractor treats the asphalt with an approved anti-stripping agent. The amount of anti-stripping agent added to the asphalt shall be sufficient to produce a tensile strength ratio of not less than 75 percent.
2. Coarse Aggregate - Material retained on the No. 8 sieve.
  - a. Except for use in the top lift of the top course within the roadway pavement edge markings as shown on the Contract Drawings, coarse aggregate shall conform to ASTM D 692, except as follows: use broken stone or crushed gravel having not less than 75 percent by weight of pieces with two or more fractured faces and 85 percent by weight having at least one fractured face with a maximum of 8 percent of flat or elongated pieces (ASTM D 4791) with a maximum percentage of wear (ASTM C 131) of 40 percent and with a magnesium sulfate loss (ASTM C 88) of not more than 12 percent for a five-cycle test period.
  - b. For the top lift of the top course within the roadway pavement edge markings as shown on the Contract Drawings, coarse aggregate shall conform to ASTM D 692 except as follows: use broken stone which shall be trap rock or gneiss of uniform quality obtained from a source approved by the New York State Department of Transportation (NYSDOT) for use in asphalt concrete. The aggregate shall have not less than 75 percent by weight of pieces with two or more fractured faces, with a maximum of 8 percent of flat or elongated pieces (ASTM D 4791), with a maximum percentage of wear (ASTM C 131) of 30 percent and with a magnesium sulfate loss (ASTM C 88) of not more than 12 percent for a five cycle test period.



- c. A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.
3. Fine Aggregate - Material passing the No. 8 sieve and retained on the No. 200 sieve. Fine aggregate shall be a blend of washed, textured sand and stone screenings conforming to ASTM D 1073 with a maximum percentage of wear (ASTM C 131) of 30 percent, with a magnesium sulfate loss (ASTM C 88) of not more than 18 percent for a five-cycle test period, a plasticity index of not more than 6 and a liquid limit of not more than 25 when tested in accordance with ASTM D 4318. When tested in accordance with ASTM D 2419, the sand equivalent value shall be 35 or greater.

Textured sand shall be defined as a sand, which when tested in accordance with ASTM C1252, Method A, results in uncompacted voids greater than 45.0 percent.

Sand that has a low texture value and slag shall not be used.

4. Mineral filler shall conform to ASTM D 242 and have a ratio to asphalt by weight not exceeding 1.2.

#### B. Asphalt

Asphalt shall be one of the following conforming to the requirements of AASHTO MP1 and as specified within table entitled "Requirements for Performance Graded Asphalts" for the Performance Grade (PG) as shown on the Contract Drawings:

##### 1. Asphalt Cement

Asphalt cement shall meet the requirements for PG 64-22, unless otherwise shown on Contract Drawings.

##### 2. Modified Asphalt

Modified Asphalt shall be one of the following. No Substitution is permitted.

- a. "Stylink", "Kraton (SEBS)" or "Citgoflex SP" meeting the requirements for PG 76-22.
- b. Asphalt cement modified with "Vestoplast 'S' ", may be used where PG 76-22 is specified and subject to the following:
  - (1) Vestoplast "S" shall be added to the asphalt concrete mixture at a rate of 7 percent by weight of asphalt cement, by substitution.

- (2) The manufacturer shall provide a representative at the plant at all times during production to verify that the proper quantity of Vestoplast "S" was added to the asphalt concrete.

c. (No Text)

C. Tack Coat

Unless otherwise shown on Contract Drawings, asphalt cement as specified in 4.02I.2.02.B.1 above.

D. Resultant Asphalt Cement

Resultant asphalt cement shall be a mixture of new asphalt cement as specified in 4.02I.2.02.B.1 above, asphalt cement extracted from the reclaimed asphalt pavement and recycling agents if required.

REQUIREMENTS FOR PERFORMANCE GRADED ASPHALTS

<u>PERFORMANCE GRADE (PG)</u>	<u>64-22</u>	<u>70-22</u>	<u>76-22</u>	<u>82-22</u>
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These Tests Performed on Original Binder:

Flash Point Temperature (AASHTOT48): Minimum, Degrees Celsius.	230	230	230	230
Dynamic Shear (AASHTO TP5): G*/SIN DELTA, Minimum, 1.00 kPa, Test Temperature At 10 Rad/s, Degrees Celsius.	64	70	76	82
Rotational Viscosity (ASTM D 4402): Maximum, 3 Pa-s, Test Temperature, Degrees Celsius.	135	135	135	135
Separation Test - R&B (ASTM D 5976): Percent Difference Maximum Degrees Celsius.	--	--	4.5	4.5

These Tests Performed on Rolling Thin Film Oven Test (RTFOT) Residue:

Mass Loss (AASHTO T240): Maximum Percent.	1.00	1.00	1.00	1.00
Dynamic Shear (AASHTO TP5): G*/SIN DELTA, Minimum, 2.20 kPa, Test Temperature at 10 Rad/s, Degrees Celsius.	64	70	76	82
Elastic Recovery (ASTM D 6084) 25 Degrees Celsius, 5 cm/minute Elongation, 60 Minutes, Minimum Percent.	--	--	50	75

## These Tests Performed on Pressure Aging Vessel (PAV) Residue:

Pav Aging Temperature (AASHTO PP1): Degrees Celsius.	100	100	100	100
Dynamic Shear (AASHTO TP5): G*/SIN DELTA, Maximum, 5000 kPa, Test Temperature at 10 Rad/s, Degrees Celsius.	25	28	31	34
Creep Stiffness (AASHTO TP1): S, Maximum, 300 MPa m-Value, Minimum 0.300, Test Temperature at 60 Seconds, Degrees Celsius	-12	-12	-12	-12

4.02I.2.03 MIXES.

## A. Mix Design Table

Mix Designation and Percentage by Weight Passing Sieves

Sieve Size	<u>Top Course</u>		<u>Macadam Base Course</u>
	I-4A	I-4	I-1
1-1/2"	---	----	100
1-1/4"	---	----	---
1"	100	100	90-100
3/4"	78-98	95-100*	60-80
1/2"	64-77	75-95*	----
3/8"	52-67	65-85*	15-40
No. 4	33-46	35-65	0-10
No. 8	23-32	25-50*	----
No. 16	16-20	18-40	----
No. 30	12-16	12-30	----
No. 50	8-12	10-23*	----
No. 100	6-10	----	----
No. 200	3-6	3-6*	----

Asphalt, Weight by Percent of Total Mixture

4.2-5.0

5.0-6.5\*

2.5-3.1

\* Varies from the New Jersey Interagency Engineering Committee Standard

- Note No. 1 -Material passing the No. 200 sieve may consist of fine particles of the aggregate, mineral filler, or both. Material passing the No. 30 sieve shall be non-plastic when tested in accordance with the requirements of ASTM D 4318.
- Note No. 2 -Lift Thickness shall be no less than two times the nominal maximum size of the aggregate (See Note No. 6).
- Note No. 3 -If the aggregate does not satisfy tensile strength ratio requirements, add an approved antistripping agent (See 4.02I.2.02.A.1)
- Note No. 4 -Job Mix Formula shall follow a smooth curve within the specified limits for all sieve sizes of the Mix Design Table, but should not fall on the maximum density line and should not cross the maximum density line below the No. 4 sieve. The maximum density line will be determined by plotting the gradations on a .45 power graph paper, and drawing a straight line between the amount passing the No. 200 sieve and the amount which is retained on the largest sieve.
- Note No. 5 -Notify the Engineer if a satisfactory Job Mix formula using the Mix Design Table cannot be obtained.
- Note No. 6 -Nominal maximum size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate, based on the Contractor's job mix formula.

B. Job Mix Formula and Checklist

1. The laboratory used to develop the job mix formula shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements shall be submitted to the Engineer prior to the start of construction. The certification shall contain as a minimum:
  - a. Qualifications of personnel: laboratory manager, supervising technician, and testing technicians.
  - b. A listing of equipment to be used in developing the job mix.
  - c. A copy of the laboratory's quality control system.

2. Develop Job Mix Formula using procedures contained in Chapter V, "Marshall Method of Mix Design" of the Asphalt Institute's Manual Series No. 2 (MS-2) and where applicable, "Asphalt Hot-Mix Recycling", Manual Series No. 20 (MS-20) and provide information for the following checklist:

- a. General

- (1) Contractor and Contract number
- (2) Type of bituminous mixture
- (3) Type and source of aggregates
- (4) Type and source of asphalt

- b. Aggregates

- (1) Sieve analysis of each aggregate to be used in mixture in accordance with ASTM C 136. The minus 200 fraction shall be tested in accordance with ASTM C 117.
- (2) Physical test of aggregates - soundness, wear, percent fractured faces and percent flat or elongated particles.
- (3) Bulk specific gravity and absorption in accordance with ASTM C 127 for coarse aggregate and C 128 for fine aggregate. The aggregate shall be sampled from the plant hot bins or feeder belt.
- (4) Proportion used of each type aggregate.
- (5) Theoretical gradation of combined proportions of aggregates.

- c. Asphalt

- (1) Type and grade
- (2) Specific gravity
- (3) Type of antistripping agent (if required)

- d. Optimum Asphalt Content Determination in accordance with ASTM D 1559

- (1) Compactive effort (75 or 113 blows applied to specimen, each face, as appropriate)
- (2) Actual specific gravity and unit weight of each specimen
- (3) Percentage of asphalt in each specimen

- (4) Theoretical specific gravity of each specimen calculated
  - (5) Graph of stabilities vs. asphalt content
  - (6) Graph of flow values vs. asphalt content
  - (7) Graph of voids filled with asphalt vs. asphalt content
  - (8) Graph of Marshall air voids vs. asphalt content
  - (9) Graph of voids in the mineral aggregate vs. asphalt content.
  - (10) Graph of unit weight vs. asphalt content
  - (11) Visual description of specimens at optimum asphalt content (i.e., dry, flushing, etc.)
  - (12) Graph of Temperature vs. Viscosity of Asphalt
- e. Summation of Established Job Mix Formula
- (1) Combined gradation of aggregates
  - (2) Optimum asphalt content from above graphs
  - (3) Specified job mix tolerance range
  - (4) Mixing Temperature
  - (5) Temperature of mix at point of discharge into haul units
  - (6) Compaction Temperature
- f. Summation of the Characteristics of the Mixture at Optimum Asphalt Content
- (1) Stability, pounds
  - (2) Flow value, hundredths of an inch
  - (3) Actual specific gravity of laboratory compacted mixture
  - (4) Maximum specific gravity of paving mix at optimum asphalt content in accordance with ASTM D 2041
  - (5) Total voids (air), percent, in laboratory compacted mixture
  - (6) Voids filled with asphalt, percent, in laboratory compacted mixture

- (7) Voids in the mineral aggregate, percent, in laboratory compacted mixture.
- (8) Actual unit weight, lbs./cu. ft. of laboratory compacted mixture
- (9) Tensile Strength Ratio - ASTM D 4867

g. Verification of Job Mix Formula Characteristics

Where the asphalt content for the proposed Job Mix Formula does not coincide with the asphalt content used in the trial specimens, an additional set of specimens shall be prepared for the proposed Job Mix Formula asphalt content to verify that actual Marshall results duplicate those anticipated from the curves.

**PART 3. EXECUTION**

4.02I.3.01 PREPARATION.

- A. Clean all underlying pavement surfaces and previous courses of all loose and foreign material by sweeping with hand brooms, power sweepers or blowers as directed by the Engineer.
- B. Verify that required grade and density tolerances of previous courses have been obtained before placing asphalt concrete.
- C. Construct keyways for overlay pavements as shown on the Contract Drawings by using longitudinal or transverse cuts into the existing pavement, and removing the necessary amount of pavement to provide a smooth transition from the new to existing asphalt concrete surfaces.
- D. Tack Coat
  - 1. Apply tack coat by brush on edges of all previously placed or existing pavement and surfaces of manholes and other structures that will be in contact with pavement course to be placed.
  - 2. Apply tack coat by pressure distributor to existing pavement surface to receive new pavement course or where a course is not placed within 24 hours after placement of the underlying course, except as specified in 4.02I.3.02.F.2 and F.3. However, if the underlying pavement course has not been exposed to traffic and, in the opinion of the Engineer, is kept clean, tack coat shall not be required when a course is placed beyond the time frame mentioned above.

3. Unless otherwise shown on the Contract Drawings, the tack coat shall be at an application rate and temperature range of 0.05 to 0.10 gallons per square yard and 275 to 400 degrees F, respectively.
4. Protect structures such as manhole frames and covers, joints and steel faced curbs within areas to be tack coated, prior to tack coating, by masking them with tar paper, polyethylene film or other approved materials.
5. After the application of tack coat, follow immediately with placement of asphalt concrete pavement course. Take precautions necessary to maintain and protect the tack coated surface from damage until the next course is placed, including placement and removal of sand as necessary to blot up excess material.
6. All tack coated surfaces shall be paved or protected prior to opening the area to traffic.

E. Mixing Plant Requirements for Recycled Asphalt Concrete

1. Batch Plants shall have an appropriately located metering device for adding the reclaimed asphalt pavement to the heated new aggregate and shall provide an accurate method for proportioning the reclaimed asphalt pavement into the mixture.
2. The batch plant's dryer may have to be operated at temperatures higher than with all new materials. Modifications to the dryer and the dust collection system may be necessary to prevent damage.
3. Drum-mix plants shall have an appropriately located metering device for adding the reclaimed asphalt concrete to the dryer-mixer in a manner that does not damage the asphalt in the reclaimed material. An accurate method for proportioning the reclaimed asphalt pavement into the mixture shall be provided. The Contractor shall make provisions for compensating for the moisture in the reclaimed asphalt concrete.
4. The mixing time for a drum-mix plant shall be such as to achieve an intimate blending of the new and reclaimed materials and a complete coating of all aggregate particles.
5. The batch or drum-mix plant may be equipped with a surge-storage bin at the mixture discharge point.

4.02I.3.02. APPLICATION.

A. Mixing in Plant

1. Place aggregate through a dryer and heat to temperature not exceeding 350 degrees F.



2. Screen aggregate to appropriate fractions and place each fraction in a storage bin over mixer unit.
3. Use equipment conforming to ASTM D 995 for preparation of paving mixtures, except provide one bin for fine aggregate, three for coarse aggregate, and one for reclaimed asphalt pavement (if applicable).
4. Introduce aggregate into mixer at between 250 and 350 degrees F and dry mix for minimum of 5 seconds (7 seconds for mixtures containing Vestoplast "S") before adding asphalt. Where reclaimed asphalt pavement or Vestoplast "S" is used, add to mixer after dry mixing and before asphalt cement.
5. Heat asphalt to a temperature not exceeding 325 degrees F and introduce it into mixer at a temperature of not less than 275 degrees F.
6. Mix as long as necessary, but not less than 30 seconds after introduction of asphalt, to completely and uniformly coat aggregate particles.
7. Regulate temperature of mixture according to outdoor temperature and as necessary to meet minimum laydown temperatures specified in 4.02I.1.03.A.2. However, asphalt concrete mix production temperatures leaving the plant shall be as follows:

Type of Asphalt	Temperature Degrees F
Asphalt Cement	275 - 325
Modified Asphalt	300 - 330

Any deviation from these temperatures must be approved by the Manager, Materials Engineering Division.

8. Use of storage silos will be permitted for all mixtures provided such silos are approved as specified in 4.02I.1.04.D.4.

#### B. Delivery, Placing and Spreading

1. Trucks used for hauling asphalt concrete mixtures shall have tight, clean, and smooth metal beds free from kerosene and other solvents. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

2. Deliveries shall be scheduled so that placing and compacting of mixture is uniform without stopping and starting of the paver. The Contractor may elect to use a material transfer vehicle to deliver the mixture to the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to ambient temperature.
3. Spread evenly, screed and finish each course to tolerances and requirements specified in this Section.
4. Asphalt concrete pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of asphalt concrete which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required smoothness and texture without tearing, shoving, or gouging the mixture.

5. An automatic screed control system shall be used which is capable of automatically maintaining the specified screed elevation and transverse slope. The control system shall be automatically actuated from a reference system by sensors, which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. When paving in widths exceeding the manufacturer's recommendations for use of the automatic slope control, a grade reference system shall be used on both sides of the paver.

The control system shall be capable of working in conjunction with any of the following reference systems:

- a. Ski-type device of not less than 30 feet in length.
- b. Taut stringline (wire) set to grade.
- c. Short ski or shoe.
- d. Laser control.

Automatic controls will not be required where the Contractor can demonstrate to the satisfaction of the Engineer that it cannot be used effectively.

6. Place in minimum of 10-foot wide strips, except that the last strip may be a lesser width if necessary. The length of paving strip shall be estimated by the following guide: 10 times the ambient temperature (degrees F) plus 100 feet. The Engineer will determine the final length.
7. Begin along high sides of areas and proceed towards low side of areas with a one directional slope. Start on centerline and work both ways for crowned pavements.
8. Wherever possible, the longitudinal joint in one lift shall offset the longitudinal joint in the lift immediately below by at least 1 foot; however, the joint in the surface top lift shall be at the centerline of the pavement. Transverse joints in one lift shall be offset by at least 10 feet from transverse joints in the previous lift. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet.
9. When starting paving operations at transverse joints, provide four starting block strips under full length of paver screed. Blocks should be of a thickness appropriate for the lift being placed.
10. No raked asphalt concrete material shall be broadcast back onto the pavement mat. Raked material shall be placed back in the paver hopper or disposed of.
11. Use hand placing and finishing methods, as approved by the Engineer, in small areas where use of power equipment is impractical.
12. Provide paving irons and heating equipment for use during paving operations and where necessary to improve the surface conditions, as approved by the Engineer.
13. Use lutes and rakes for hand spreading.

C. Grade Control

1. Remove grade stakes just prior to rolling of the plant mix macadam base course.
2. The Engineer will provide bench marks and alignment controls adjacent to each area of construction, which shall be checked and maintained by the Contractor.
3. When placing overlays where automatic grade controls are not required, the thickness of each lift to be placed shall be marked on the pavement adjacent to each side of the paving machine at each location where final pavement grades are shown on the Contract Drawings.
4. Perform surveys immediately after top course has been placed by paver, to check grades.

5. Establish and maintain required lines and grades, including crown and cross slope, for each course during paving operations.
6. Use only qualified surveyors licensed in the State in which Work is being performed.

D. Compaction Equipment

1. Use power rollers weighing not less than 10 tons, having wheel loads of at least 250 lbs./linear inch of combined static and dynamic force and equipped with adjustable scrapers to keep wheel surfaces clean and with efficient means of keeping them wet to prevent the mixture from sticking to the roller.
2. Use types and quantities of equipment as necessary to meet all quality and production requirements of this Section.
3. Do not use steel rollers with pits, flat spots or grooves worn into rolling surface. Roller shall be capable of reversing without backlash.
4. Keep roller on asphalt concrete to avoid contamination of pavement with foreign material.

E. Rolling

1. Commence as soon as material will sustain roller without undue displacement, cracking or shoving.
2. The speed of the roller shall at all times be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be immediately corrected by the Contractor.
3. The sequence of rolling operations shall be at the discretion of the Contractor.
4. Perform such additional rolling with types and quantity of rollers as may be necessary to satisfy all of the pavement quality requirements specified herein.
5. Do not re-roll cold in-place asphalt concrete with a steel wheel or vibratory roller to attempt to increase density. With the advance approval of the Engineer, a pneumatic tire roller may be used.
6. At end of each day's operations or when paving is interrupted sufficiently to allow mixture to cool, make a stop by means of tapering the course and form a transverse joint.

7. When resuming operations, cut back joint to expose a granular surface for full depth of the course, paint exposed edge with tack coat, rake fresh mixture against joint, tamp and roll.
8. Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or is in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

F. Joints

1. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.
2. The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a temporary stop. After a temporary stop and prior to the continuation of paving, the tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face before placing the adjacent lane. Apply tack coat on all newly exposed surfaces before placing any fresh mixture against the joint.
3. Longitudinal joints shall be formed to a vertical face. Longitudinal joints which are irregular, damaged, uncompacted, or otherwise defective shall be cut back to expose a clean, vertical sound surface for the full depth of the course in accordance with 4.02I.3.03.

- D. Apply tack coat on all newly exposed contact surfaces before placing any fresh mixture against the joint.

G. Feather-Edge

1. When required by the Contract Drawings, the course shall be feather-edged following the "feather-edge" lines shown on the Contract Drawings.
2. The feather-edging shall be accomplished by decreasing the full thickness of the top course in order to maintain the required profile until the course thickness is approximately 1/2 inch.
3. The remainder of the course shall be placed by broadcasting the mix for purpose of segregating the large aggregate which shall be promptly removed. This shall be immediately followed by the rolling operation.

4.02I.3.03. CORRECTIONS OF DEFICIENCIES.

A. Deficiencies in Surface Smoothness and Grade Tolerance of Top Course.

1. In the event surface smoothness and surface grades fail to comply with the "In-Place Pavement Requirements", specified in 4.02I.1.03.D.1 when measured in accordance with 4.02I.1.04.D.7 and D.8, make corrections as specified below at no additional cost to the City.
2. The area of deficiencies in surface smoothness and/or surface grade tolerance shall be defined as the area enclosed by a line of points half way between the grade in excess of the specified tolerance and the next finished grade shown on the Contract Drawings that meets the specified tolerance, both longitudinally and transversely. The area will be determined by the Engineer from the field survey specified in 4.02I.1.04.D.7 and D.8.
3. Replace pavement deficient in surface smoothness and surface grade tolerance requirements or, at the option of the Engineer, add overlays where required to correct deficiencies in accordance with all applicable requirements of the Contract Drawings and this Section, at times approved by the Engineer, so as not to interfere with operations of the City or others using the area. A minimum thickness of 3 inches for Mix I-4A and a minimum of 1-1/2 inches for all other mixes shall be placed as an overlay. Existing pavement shall be removed as necessary to provide square joints for the full depth of the overlay.
4. Where the deficiency in surface grade tolerance is in excess of 0.045 foot above or below the grade shown on the Contract Drawings but where a contour pattern satisfying riding quality and drainage as shown on the Contract Drawings has been established to the satisfaction of the Engineer, pavement may be left in place, subject to the requirements of 4.02I.4.01.C. and 4.02I.4.03.B.

B. Deficiencies in In-Place Air Voids of Top and Bottom Courses and Bridge Deck Membrane.

1. With the exception of bridge deck membrane, any pavement subplot with in-place air voids less than 2.0 percent or greater than 9.0 percent (11.0 percent for bottom course) shall be removed and replaced at no additional cost to the City.
2. For bridge deck membrane, any pavement subplot found to be below the lower density limit as specified in 4.02I.1.03.D.2.a or having air voids greater than 2.0 percent shall be removed and replaced at no additional cost to the City.

3. In-place air voids will be calculated in accordance with ASTM D 3203 by comparing bulk specific gravity (ASTM D2726) to maximum specific gravity (ASTM D2041).
- 
- C. In accordance with 4.02I.1.03.C.2 for stability and flow, if the Percentage of Material Within Tolerance Limits (PWL), of a lot for either parameter as set forth in 4.02I.4.03.C.5 equals or exceeds 90 percent, the lot shall be acceptable. If the PWL for either parameter is less than 90 percent, the Contractor shall determine the reason and take corrective action. If the PWL for either parameter is below 80 percent, the Contractor must stop production and make adjustments to the mix.
  - D. For joint density, if the Percentage of Material Within Tolerance Limits (PWL) as set forth in 4.02I.4.03.C.5 of a lot equals or exceeds 90 percent, the lot shall be acceptable. If the PWL of a lot is less than 90 percent, the Contractor shall evaluate the method of compacting joints and make adjustments as required to meet the PWL requirement of 90 or greater. If the PWL of a lot is below 80 percent, the Contractor shall stop production until the reason for poor compaction can be determined and corrected. As a minimum, if the PWL of a lot falls below 80 percent, the Contractor shall cut back all the longitudinal joints two (2) inches, measured from the top edge of the joint, as specified in 4.02I.3.02.F.3 before placing the adjacent lane against the previously placed lane for all remaining top course pavement.

#### PART 4. ADJUSTMENTS TO CONTRACT COMPENSATION

##### 4.02I.4.01. GENERAL.

- A. Where the Contract requires less than 500 tons of asphalt concrete, no adjustments to Contract compensation will be made as specified herein.
- B. Where the Contract requires more than 500 tons of asphalt concrete, adjustments to Contract compensation shall be made as specified in 4.02I.4.03.D.
- C. Notwithstanding other adjustments to Contract compensation or corrections specified herein for various deficiencies, no payment will be made for material placed above the allowable tolerance above required grade as specified in 4.02I.1.03.D.1.b, or for material that must be removed to correct deficiencies, or for that material placed in excess of the plus tolerance for the total thickness of each course as specified in 4.02I.1.03.D.3.
- D. The computations for adjustments to Contract compensation may require conversion between tons and square yards. Such conversion will be made using the actual computed weight per square yard per inch of thickness determined from the lot's average bulk specific gravity for each type of course times the density of water at 70 degrees F.

- E. Adjustments to Contract compensation for in-place mat densities and Marshall air voids shall be determined by applying percentages, calculated as specified in 4.02I.4.03.D, to the assigned unit price of forty-five dollars (\$45.00) per ton of asphalt concrete; or in the case of Classified Work, by applying such percentages to the actual Contract Unit Price bid for the appropriate asphalt concrete item in the Schedule of Unit Prices for Classified Work, but in no case less than forty-five dollars (\$45.00) per ton of asphalt concrete.
- F. The first subplot produced when no asphalt concrete is produced during the preceding 24 hours will not be included in the standard deviation computations or adjustments to Contract compensation for deficiencies computation for Marshall air voids.

4.02I.4.02. DEDUCTIONS FROM CONTRACT COMPENSATION FOR THICKNESS DEFICIENCY IN PLANT MIX MACADAM BASE COURSE.

- A. Where the deficiency of a plant mix macadam base course core is in excess of the allowable minus tolerance in plant mix macadam base course thickness, one additional core will be taken in each of the other three sublots adjacent to the core taken in accordance with 4.02I.1.04.E.4. Plant mix thickness for the area of entire lot will be the average of the four cores.<sup>2/</sup> Where there is a deficiency in the average of the four cores in excess of the allowable minus tolerance, the total thickness of succeeding courses in the area of entire lot shall be increased by the amount the deficiency exceeds the allowable tolerance.
- B. For each additional lot resampled in accordance with 4.02I.4.02.A above, there will be deducted from the Contract compensation, in addition to adjustments for deficiencies as hereinafter specified, an amount of Two Thousand Dollars (\$2,000.00).

4.02I.4.03. DEDUCTIONS FROM CONTRACT COMPENSATION FOR DEFICIENCIES IN TOP AND BOTTOM COURSES.

A. Deficiency in Thickness

Thickness of each course, excluding overlay, will be the average of the four cores in the lot for each course<sup>3/</sup>. Deductions from Contract compensation for deficiencies in thickness of top course or total of top and bottom courses, modified as may be required by 4.02I.4.02.A, will be the following amounts (deducted per square yard) for the entire area lot:

<sup>2/</sup> In determining average thickness, if any core exceeds required thickness by more than 1/2 inch, the thickness of that core will be assumed to be 1/2 inch in excess of required thickness

<sup>3/</sup> In determining average thickness, if any core exceeds required thickness by more than 1/4 inch, the thickness of that core will be assumed to be 1/4 inch in excess of required thickness.



<u>Amount of Minus Deficiency (inches)</u>	<u>Amount of Payment Deduction (Dollars per Square Yard)</u>
Greater than 1/4 and up to 1/2	1.00
Greater than 1/2 and up to 3/4	2.00

For minus deficiencies in excess of 3/4 inch either in average of four cores or in any individual core, at the Engineer's option, remove and replace deficient pavement or place an overlay that will satisfy all requirements of this Section.

B. Deficiency in Surface Grade Tolerance

When deficiency is in excess of 0.045 foot below the surface grade shown on the Contract Drawings, in lieu of ordering correction of the deficiency, the Engineer will deduct from Contract compensation, the amount of \$1.50 per square yard of the deficient area.

C. Deficiency in In-Place Mat Density and Marshall Air Voids

1. Top and bottom courses shall be approved on a lot basis with each lot coinciding with that defined in 4.02I.1.04.D.1.a.
2. In-place mat density specified in 1.03 D.2.a will be evaluated for Section compliance using the average of the random subplot in-place density determinations from cores of the area covered by the lot specified in 4.02I.1.04.D.1.a.
3. Marshall air voids will be evaluated for Section compliance using the average of the random subplot void determinations from hot mix samples from the lot specified in 4.02I.1.04.D.1.a.
4. Each lot will be approved for in-place mat density and Marshall air voids with adjustments to Contract compensation based on the Percentage of Materials Within Tolerance Limits (PWL) as determined by 4.02I.4.03.C.5 below and by the "Table for Estimating Percent of Lot Within Tolerance Limits-PWL (Standard Deviation Method)". Each lot shall be approved with an adjustment to Contract compensation made in accordance with the table entitled "Adjustments to Contract Compensation For In-Place Mat Density and Marshall Air Voids".
5. Method of estimating Percentage of Material Within Tolerance Limits (PWL):
  - a. Locate sampling positions on the lot by use of random sampling procedures specified in FAA ERLPM, Section 6.
  - b. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with 4.02I.1.04.D and E.

- c. Determine the average value of all samples (X).
- d. Find the standard deviation (Sn) by use of the following formula:

$$S_n = \frac{\sqrt{d_{12}^2 + d_{22}^2 + d_{32}^2 + \dots + d_{n2}^2}}{n - 1}$$

Where:

S<sub>n</sub> = standard deviation of the number in the set

d<sub>1</sub>, d<sub>2</sub>, ... = deviation of the individual sample values

X<sub>1</sub>, X<sub>2</sub>, ... from the average value  $\bar{X}$  that is,

d<sub>1</sub> = (X<sub>1</sub> -  $\bar{X}$ ), d<sub>2</sub> = (X<sub>2</sub> -  $\bar{X}$ ), ..., d<sub>n</sub> = (X<sub>n</sub> -  $\bar{X}$ )

n = number of sublots

- e. Find the Lower Quality Index (QL) by subtracting the lower tolerance limit (L) from the average value (X) and dividing the result by standard deviation (S<sub>n</sub>).

$$QL = \frac{\bar{X} - L}{S_n}$$

- f. Find the Upper Quality Index (QU) by subtracting the average value (X) from the upper tolerance limit (U) and dividing the result by standard deviation (S<sub>n</sub>).

$$QU = \frac{U - \bar{X}}{S_n}$$

- g. The percentage of material above lower tolerance limit (PL) and the percentage of material below upper tolerance limit (PU) will be found by entering the "Table For Estimating Percent of Lot Within Tolerance Limits - PWL (Standard Deviation Method)" with QL and QU, using the column appropriate to the total number (n) of sublots and reading the number under the column headed "Percent Within Tolerance Limits (PWL)". If the values fall between values shown on the table, use the next higher value for PL or PU. For Marshall air voids the value of PU derived from "Table For Estimating Percent of Lot Within Limits - PWL (Standard Deviation Method)" will be disregarded and PU will be assigned a value of 90 if the in-place criteria set forth in 4.02I.1.03.D.4 are met.

- h. For asphalt concrete properties with only a lower tolerance limit (stability, mat density, joint density), the Percentage of Material Within Tolerance Limits (PWL) equals PL. For asphalt properties with upper and lower tolerance limits (air voids and flow) determine PWL using the following formula:

$$PWL = (PU + PL) - 100$$

- i. If the tests within a lot include a very large or a very small value which appears to be outside the limits of variation, the Engineer shall check for an outlier in accordance with ASTM E 178, at a significance level of 5 percent, to determine if this value should be discarded when computing Percentage of Material Within Tolerance Limits (PWL).
- D. Adjustment to Contract compensation for each lot will be adjusted in accordance with the formulas contained in the table entitled "Adjustment to Contract Compensation For In-Place Mat Density and Marshall Air Voids" by entering the appropriate row with the value of PWL and performing the calculation indicated for that PWL to determine the percentage adjustment of the unit price (specified in 4.02I.4.01.E).

ADJUSTMENT TO CONTRACT COMPENSATION FOR IN-PLACE MAT  
DENSITY AND MARSHALL AIR VOIDS

Percentage of Material Within Tolerance Limits (PWL)	Percentage adjustment of the unit price <sup>/4</sup> (specified in 4.01 E.)
96-100	106
90-96	(PWL) + 10
80-90	0.5 (PWL) - 55
65-80	2.0 (PWL) - 65
Below 65	<sup>/5</sup>

<sup>/4</sup> Deductions for failure of any portions of the asphalt concrete pavement or overlay to meet the requirements for in-place pavement thickness, mat densities and Marshall air voids shall not be cumulative for the lot but shall be that for whichever item gives the greater percentage deduction from Contract compensation. Adjustments due to exceeding the requirements for both in-place pavement mat densities and Marshall air voids shall not be cumulative for the lot but shall be that for whichever item gives the higher percentage in excess of 100 percent from Contract compensation. Adjustments due to exceeding the requirements for either in-place mat densities or Marshall air voids, but not both, for the lot shall be the product of the two values. Adjustments to Contract Compensation in excess of 100 percent shall only be made if the PWL for joint density equals 90 percent for the lot.

<sup>/5</sup> The lot shall be removed and replaced to meet Section requirements as ordered by the Engineer. In lieu thereof, and subject to the provisions in 4.02I.3.03.B for mandatory removal and replacement, the Contractor and the Engineer may agree in writing that, for purposes of practicality, the deficient lot shall not be removed and deduction from Contract compensation will be made at 50 percent of the unit price specified in 4.02I.4.01.E.

TABLE FOR ESTIMATING PERCENT OF LOT WITHIN TOLERANCE LIMITS - PWL  
(STANDARD DEVIATION METHOD)

<u>Percent Within Tolerance</u> <u>Limits (PWL)</u>			<u>Positive Values of QL or QU</u> <u>(n=Number of Sublots)</u>			
	n=3	n=4	n=5	n=6	n=7	n=8
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	.9939	.9900	.978	.9715	.9672	0.9643
82	.9749	.9600	.9452	.9367	.9325	0.9281
81	.9550	.9300	.9123	.9025	.8966	0.8928
80	.9342	.9000	.8799	.8690	.8625	0.8583
79	.9124	.8700	.8478	.8360	.8291	0.8245
78	.8897	.8400	.8160	.8036	.7962	0.7915
77	.8662	.8100	.7846	.7716	.7640	0.7590
76	.8417	.7800	.7535	.7401	.7322	0.7271
75	.8165	.7500	.7226	.7089	.7009	0.6958

TABLE FOR ESTIMATING PERCENT OF LOT WITHIN TOLERANCE LIMITS - PWL  
(STANDARD DEVIATION METHOD)

Percent Within Tolerance Limits (PWL)	Positive Values of QL or QU (n=Number of Sublots)					
	n=3	n=4	n=5	n=6	n=7	n=8
74	.7904	.7200	.6921	.6781	.6701	.6649
73	.7636	.6900	.6617	.6477	.6396	.6344
72	.7360	.6600	.6316	.6176	.6095	.6044
71	.7077	.6300	.6016	.5878	.5798	.5747
70	.6787	.6000	.5719	.5583	.5504	.5454
69	.6490	.5700	.5423	.5290	.5213	.5164
68	.6187	.5400	.5129	.4999	.4924	.4877
67	.5878	.5100	.4836	.4710	.4638	.4592
66	.5563	.4800	.4545	.4424	.4354	.4310
65	.5242	.4500	.4255	.4139	.4073	.4031
64	.4916	.4200	.3967	.3856	.3793	.3753
63	.4586	.3900	.3679	.3575	.3515	.3477
62	.4251	.3600	.3392	.3295	.3239	.3203
61	.3911	.3300	.3107	.3016	.2964	.2931
60	.3568	.3000	.2822	.2738	.2691	.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	.1855
56	0.2164	0.1800	0.1688	0.1636	0.1613	.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

## E. Additional Tests

1. In the event the Contractor elects to question the original density test results obtained from a particular lot for either the mat density or joint density, the Contractor may request additional testing of that lot in writing within 48 hours of receipt of the written test results from the Engineer. Upon written request received from the Contractor for such additional testing, the Engineer will test one additional sample from each subplot from randomly selected locations in the pavement where the lot was placed. The redefined test will consist of the Engineer's original samples and the additional Contractor's requested samples. The "Percent of Material Within Tolerance Limits - PWL" will be determined in accordance with 4.02I.4.03.C.5. The value will be used to determine any adjustment to Contract compensation. Only one resampling per lot will be permitted.
2. Additional tests requested by the Contractor shall be paid for by the Contractor to the City at a cost of Two Thousand Dollars (\$2,000) per lot tested.

**PART 5. MEASUREMENT AND PAYMENT**

4.02I.5.01. MEASUREMENT. In determining the area of wearing course or Macadam base course to be paid for, the areas of the spaces occupied by rails, bases of columns, manhole heads, gate boxes, roadway boxes and similar structures will be deducted when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The measured quantity of wearing courses, laid to a specified thickness on an area basis, will be adjusted for deficiencies in accordance with Subsection 4.02I.4.01.

4.02I.6.01. PRICES TO COVER. The unit prices bid for

- (A) Asphaltic Concrete Wearing Course, Type I-4, per square yard
- (B) Asphaltic Concrete Wearing Course, Type I-4A, per square yard
- (C) Asphaltic Macadam Base Course, Type I-1, per square yard

shall cover the cost of all labor, materials, plant, equipment, and insurance required to furnish and lay the wearing course or Macadam base course, of the Type specified and thickness specified, complete, in full compliance with the requirements of the specifications, to furnish and lay test strips, to furnish such samples for testing, to take core samples for testing, to perform quality control testing in compliance with these specifications, and to provide such testing equipment, laboratory space and facilities as may be required and to maintain the courses or mixtures, as laid, in good condition as specified in Subsection 1.05.5 of the Standard Highway Specifications.

No separate payment will be made for the cost of furnishing and applying of tack coat as directed under Subsection 4.02I.3.01.(D) above. However, where a tack coat is required to be placed, in accordance with these specifications and the directions of the Engineer, and the Contractor fails to apply the required tack coat, the City will take a credit of one dollar (\$1.00) per square yard of pavement placed without the tack coat.

*Payment will be made under:*

Item No.	Item	Pay Unit
4.02 I4-2	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 2" THICK	S.Y.
4.02 I4-3	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4 MIX, 3" THICK	S.Y.
4.02 I4A-3	ASPHALTIC CONCRETE WEARING COURSE, TYPE I-4A MIX, 3" THICK	S.Y.
4.02 I1-4	ASPHALTIC MACADAM BASE COURSE, TYPE I-1 MIX, 4" THICK	S.Y.
4.02 I1-6	ASPHALTIC MACADAM BASE COURSE, TYPE I-1 MIX, 6" THICK	S.Y.

**SECTION 4.04 MM  
(NOT A PAY ITEM)  
PROCEDURE FOR ESTIMATING CONCRETE STRENGTH  
BY THE MATURITY METHOD**

**4.04MM.1. DESCRIPTION.** The Maturity Method is a non-destructive procedure for estimating concrete strength and shall be used to determine when to open the concreted area to traffic. The requirements of this Section shall apply to all concrete placed under Item No. 6.97 A.

The Maturity Method will not be used by the Department for accepting the strength of a concrete. Strength testing by destructive means will still be used by the Department for strength acceptance.

Maturity will not be used to decrease curing times.

**4.04MM.2. PROCEDURE FOR DEVELOPING A MATURITY CURVE.** For each proposed mix design develop the maturity curve in accordance with ASTM C 1074. Make 6" x 12" cylinders and base the curve on compressive strength.

- A) Make all specimens from the same batch of concrete. Batch size shall be at least 3 cubic yards. Mix using the same materials, mix design and mixing technique that will be used for concrete on the project. Use the same mixing equipment when possible. Mix at the maximum w/c ratio of the design. Mix at or within 0.5% of the maximum air content of the design. Additional maturity curves similar to the curves shown on pages A1-74 through A1-83, but limited to 28 days, can be made from different batches using the same mix design at lower w/c ratios and air contents, and these additional maturity curves can be used for interpolating concrete strength estimations if it can be shown that the concrete delivered to the project was at a lower w/c or lower air content.
- C) Determine the plastic properties of the batch by performing slump, air content, unit weight, and concrete temperature before making specimens. Determine slump in accordance with ASTM C 143, air content in accordance with ASTM C 231 or ASTM C 173, unit weight in accordance with ASTM C 139, temperature in accordance with ASTM C 1064, shrinkage in accordance with ASTM C 157, and freeze/thaw in accordance with NYSDOT Method 502-3P.
- C) Make a minimum of seventeen (17) specimens in accordance with ASTM C 192. Embed sensors in the center of two (2) of the specimens. Moist cure all specimens in a temperature controlled water bath or in a moist room meeting the requirements of ASTM C 511. Test cylinders in accordance with ASTM C 39. Do not test cylinders with sensors embedded in them. For high early strength concrete and for extra high early strength concrete, test when strengths are approximately equal to 30%, 60%, 75%, 85%, and 100% of the design strength. Additional specimens can be made and tested at other ages as well as unused specimens to help define the maturity curve.
- D) At a minimum, personnel making cylinders and performing slump, air content, unit weight, and concrete temperature shall be ACI certified as Concrete Field Testing Technicians, Grade I, and personnel testing cylinders for compressive strength shall be ACI certified as Concrete Strength Testing Technicians.
- E) Use digital data-loggers in conjunction with a commercial maturity instrument that automatically computes and displays maturity. Develop the curve using the temperature-time factor maturity function. Use a value of 32° F (0° C) for  $T_o$  (datum temperature) unless a more accurate value is determined in accordance with Annex A1 of ASTM C 1074.



**4.04MM.3. ACCEPTANCE OF A MATURITY CURVE BY THE DEPARTMENT.** For each mix design submit the maturity curve, mix design, material sources, plastic test results, strength test results, data, calculations and method used for monitoring maturity in the laboratory to the Engineer. The Department will require 30 days to evaluate the results for acceptance.

**4.04MM.4. USING CONCRETE MATURITY IN THE FIELD.** Estimating concrete strength by maturity is acceptable when the concrete is batched using the same materials (including admixtures), material proportions, mix design, and mixing technique as that of the batch used to develop the maturity curve. The curve can be used on the project to estimate concrete strength if the w/c ratio of the concrete used on the project is less than or equal to the w/c ratio used to develop the curve.

- A) Use digital data-loggers in conjunction with a commercial maturity instrument that automatically computes and displays maturity to monitor field placed concrete. Use the time-temperature maturity function. Use the same value for  $T_o$  (datum temperature) that was used to develop the maturity curve.
- B) Install at least one (1) sensor for every 3,600 square yards of concrete base (or fraction thereof) with the sensor representing the last 3,600 square yards of concrete pavement (or fraction thereof) installed in the last load of concrete mixed and placed that day. Install at least one (1) additional sensor each day in concrete that is placed within the last four (4) hours of work that day where maturity gain is expected to be the slowest. Maturity gain typically is expected to be the slowest in the thinnest section of pavement. If all sections of pavement have the same dimensions and no section is expected to gain maturity slower, place the additional sensor in any section of pavement constructed from the second to last load of concrete mixed and placed that day.
- C) Install additional sensors when necessary for accurately determining the maturity of a concrete or as directed by the Engineer.
- D) Provide one (1) sensor to the Engineer for random placement at the Department's discretion for every ten (10) sensors the Contractor is required to install. If the number of sensors installed by the Contractor exceeds the minimum required by these specifications, the number of sensors above the minimum will not be counted as required sensors.
- E) When installing sensors, use a placement strategy that targets areas where the concrete is expected to gain maturity the slowest. Place sensors near the fringes, in thinner sections, or in shaded areas where the concrete will be cooler. Do not place sensors in the center of the pour where the concrete will be the hottest. Typical sensor placement should be 1' from an edge or corner and 6" below the surface, but try to maintain at least 6" of cover in each direction. At a minimum, install sensors with at least 3" of cover in each direction. Use traditional methods in lieu of maturity if the least dimension of a concrete is less than 6" (i.e. if 3" of cover cannot be maintained in each direction) because ambient conditions may affect the sensor causing maturity readings from that sensor to be inaccurate.
- F) Provide the Engineer with one (1) set of the same maturity monitoring equipment reader that the Contractor will be using on the project so that DDC can independently monitor concrete maturity. Provide DDC personnel training on how to operate the equipment. The monitoring equipment will be returned at the completion of the project.
- G) Maintain a separate log for each sensor which includes a unique ID; location; date and time of installation; date and time that the sensor began monitoring maturity; dates and times of all readings taken from the sensor; the corresponding temperature, maturity, and concrete age at each reading; and the date when readings were discontinued. Notify the Engineer immediately with problems or discrepancies with readings or if any sensors are found to be damaged or operating improperly, and document on the log the date and time this determination was made, what the problem is, and the steps taken to correct it. Have the log

available for viewing by DDC project personnel at all times and provide an updated copy or the log to DDC project personnel on a weekly basis if the sensor is still in use.

**4.04MM.5. VERIFICATION OF THE MATURITY CURVE.** Maturity curve verification consists of making test specimens, monitoring the maturity of the specimens, testing the specimens by destructive means to determine the actual strength, and comparing the actual strength determined by destructive testing with the strength estimated by maturity. If the actual strength is the same or greater than the strength estimated by maturity, the curve is verified. If the actual strength is less than the strength estimate by maturity, the curve is not verified. If a curve cannot be verified, it may be an indication of changes or alterations in the mix design, batching procedures, material proportions, or properties in the materials being used, or that the maturity curve being used was not developed correctly.

Perform maturity curve verification weekly to determine if the strength of the concrete being supplied to the project is equal to or greater than the strength estimated by maturity. If four (4) consecutive weekly maturity curve verifications determine that the maturity curve being used is verified, reduce the frequency to once every two (2) weeks.

If maturity curve verification testing does not verify a maturity curve, immediately notify the Engineer, immediately discontinue using maturity for estimating strength, perform an investigation as to why maturity was not able to be verified, and provide the Engineer with a written report detailing why the curve was not verified and what actions will be taken to ensure that maturity will not be compromised in the future. If the Engineer is satisfied with the report and that the problem has been resolved, maturity can be used again on the project with maturity curve verification being performed as directed by the Engineer, but in no case, less than once a week. If future maturity curve verifications determine that the curve is verified, the frequency of maturity curve verification can be decreased at the City's discretion.

Maturity curve verification consists of the following:

- A) Sample concrete from a load or batch being used on the project. If the maturity curve is based on compressive strength, make five (5) 6" x 12" cylinders for test specimens. Sample in accordance with ASTM C 172. Make and cure test specimens in accordance with ASTM C 31. At a minimum, personnel sampling and making specimens in the field will be ACI certified as Concrete Field Testing Technicians, Grade I.
- B) Place a sensor in the center of one of the test specimens and monitor maturity.
- C) Test the specimens in pairs and average the results to determine strength. Test the first pair of specimens when maturity readings indicate that the specimens have achieved strength between 50% and 70% of the design strength, and test the remaining pair when maturity readings indicate that the specimens have achieved strength between 85% and 100% of the design strength. Test cylinders in accordance with ASTM C 39. Do not test the specimen with the sensor embedded in it. At a minimum, personnel testing cylinders for compressive strength will be ACI certified as Concrete Strength Testing Technicians.
- D) Compare the actual strength determined by destructive testing with the estimated strength determined by maturity to see if the curve is verified or not. If the actual strength is less than the estimated strength, the curve is not verified.

**4.04MM.6. MATURITY CURVE LIFE.** A maturity curve will be valid for two (2) years from the date the batch used to develop the maturity curve was made provided that the use of the Maturity Method is verified as per section 4.04MM.05 of this specification. The validity of a maturity curve can be renewed a maximum of two (2) times. Each renewal extends the validity of the curve for one (1) year.

The renewal of a maturity curve requires submission of a written request for renewal in advance of the maturity curve expiration date, submission of all verification data from section 4.04MM.05, and acceptance of the data by the Department. Send the renewal request and verification data to DDC's Quality Assurance Department.

**4.04MM.7. BASIS OF PAYMENT.** No additional payment will be made for compliance with the provisions of this section.

SECTION 4.07 BAB  
Reset Granite Curb, 8" to 15" wide

4.07BAB.1. INTENT. This section describes the resetting of existing Granite Curb, 8" to 15" wide at the top.

4.07BAB.2. DESCRIPTION. Under this section the Contractor shall reset existing granite curb, 8" to 15" wide at the top, where directed, with concrete cradle, unless otherwise specified.

4.07BAB.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Item No. 4.07 BA in Section 4.07 of the Standard Highway Specifications, with the following modifications and additions:

Pedestrian ramps shall be constructed as per the NYCDOT Standard Details of Construction by providing a zero reveal in the existing granite curb by:

- a) cutting out a portion of the curb;
- b) lowering the curb;
- c) cutting and resetting the curb; or
- d) any combination of the above.

Existing granite curb, 8" to 15" wide at the top, where directed, shall be recut and refinished, and reset with concrete cradle. The Contractor may recut and/or refinish existing granite curb in place, where approved by the Engineer. In that case, the curb shall be saw cut at  $3/4"$  intervals, perpendicular to the top or face of curb to the required depth; the remaining granite shall be removed as necessary by chisel cutting or other approved method; and then the Contractor shall grind and refinish the top of curb to the desired slope and elevation, providing a true, neat plane surface.

Shop cutting will be permitted, however the cost of any temporary or permanent roadway restoration required due to the removal of curb shall be deemed included in the price bid for this item.

All edges shall butt flush with not more than  $1/8"$  gap per joint.

4.07BAB.4. MEASUREMENT. The quantity to be measured for payment shall be the length of reset granite curb, constructed, complete, in place, as required, measured along the top of the exposed face of curb, and adjusted in accordance with **Section 5.04** of the Standard Highway Specifications.

4.07BAB.5. PRICE TO COVER. The contract price per linear foot of Reset Granite Curb with concrete cradle shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to reset existing granite curb complete in place, in full compliance with the requirements of the specifications, and to maintain the curb in good condition as specified in **Section 5.05** of the Standard Highway Specifications. The work shall also include, but not be limited to, excavation (other than rock excavation) and backfilling, the removal

of not more than one (1') foot width of roadway pavement along the curb line and the restoration of all removed pavement in full compliance with the applicable sections of the Standard Highway Specifications and the drawings.

Restoration of pavement removed beyond the above defined limits shall be done by the Contractor at no additional cost to The City.

Also, price includes, but is not limited to, cutting and dressing existing curb, removal and disposal of excess excavated materials and debris, and the restoration of roadway adjacent to reset curb, as required.

If the Contractor damages any existing curb during removal, resetting, cutting, handling, or chipping, it shall be replaced, in kind, at no additional cost to the City.

*Payment will be made under:*

Item No.	Description	Pay Unit
4.07 BAB	RESET GRANITE CURB, 8" TO 15" WIDE AT TOP	L.F.

SECTION 4.07 D  
Granite Curb (1'-0" Wide)

4.07D.1. INTENT. This section describes construction of Granite Curb (1'-0" wide).

4.07D.2. DESCRIPTION. The new Granite Curb shall be one foot (1'-0") wide and with concrete cradle, unless otherwise specified or shown on the Contract Drawings.

4.07D.3. MATERIALS. Construction materials shall comply with the requirements of Sub-Section 4.07.3 of the Standard Highway Specifications for a Type 1, Class A granite curb, except that the width of curb at the top shall be twelve (12") inches.

4.07D.4. METHODS. Construction sequence shall comply with the requirements of Sub-Sections 4.07.4 and 4.07.5 of the Standard Highway Specifications.

4.07D.6. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of curb, of each type, constructed, complete, as required, measured in place along the top of the exposed face of curb, and adjusted in accordance with **Section 5.04** of the Standard Highway Specifications.

Curved granite curb will be measured as straight curb when the radius is greater than 100 feet and as corner curb when the radius is 100 feet or less. Corner curb will be measured only from PC to PT.

4.07D.7. PRICES TO COVER. The contract price per linear foot of new curb with concrete cradle shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, including excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required, and to maintain the curb in good condition as required in **Section 5.05** of the Standard Highway Specifications.

*Payment will be made under:*

Item No.	Description	Pay Unit
4.07 DB	NEW GRANITE CURB, STRAIGHT (1'-0" WIDE)	L.F.
4.07 DC	NEW GRANITE CURB, CORNER (1'-0" WIDE)	L.F.

SECTION 4.07 F  
Street Names Incised in Granite Curb

4.07F.1. Description. This work shall consist of the street name being either sandblasted or incised into the corner granite curb.

4.07F.2. Materials. (Not Specified)

4.07F.3. Construction Details. Street names shall be incised in the granite curb at corners as shown on the Contract drawings and directed by the Engineer. The method of incising shall be as approved by the Engineer and shall be completed in the shop prior to delivery, unless otherwise approved by the Engineer. In the event letters are incised after the granite curb is installed on site, the method of incising shall be approved by the Engineer and all protective devices utilized to ensure strict compliance with NYC regulations and to ensure that no hazardous conditions are created.

4.07F.4. Method of Measurement. The quantity of Street Names Incised in Granite Curb to be measured for payment shall be the number of letters incised in the granite curb installed to the satisfaction of the Engineer.

4.07F.5. Basis of Payment. The unit price bid for each letter of Street Names Incised in Granite Curb shall include all labor, material, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, job site sample(s), repairs and clean-up; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Description	Pay Unit
4.07 F	STREET NAMES INCISED IN GRANITE CURB	EACH

SECTION 4.12 GR12

REMOVE, STORE AND RESET EXISTING GRANITE HEADER, 12" WIDE

4.12BR12.1. Description. Under this section, the Contractor shall remove, store and reset existing Granite Header in accordance with the Contract Drawings, specifications and directions of the Engineer.

4.12BR12.2. Material. All materials shall comply with the requirements of Sub-Section 4.12.3.(B) of the Standard Highway Specifications.

4.12BR12.3. Methods. Construction methods for setting the existing granite header on a concrete cradle shall comply with the requirements of Sub-Section 4.12.4 of the Standard Highway Specifications, with the following modifications and additions:

Existing 12" wide granite headers, where directed, along with the first row of adjacent pavers on the Wall Street side of the header shall be carefully removed, cleaned of all adherent material to the satisfaction of the Engineer, and stored in a safe place as approved by the Engineer. Prior to removal, the Contractor shall temporarily number each piece of header and paver with an approved removable non-staining marker such that its can be reset in its original position when directed by the Engineer.

The cost of any temporary or permanent roadway restoration required due to the removal of header shall be deemed included in the price bid for this item.

All edges shall butt flush with not more than 1/8" gap per joint.

4.12GR12.4. MEASUREMENT. The quantity to be measured for payment shall be the length of granite header, reset, complete in place, as required, measured along the top of the exposed face of header, and adjusted in accordance with **Section 5.04** of the Standard Highway Specifications.

4.12GR12.5. PRICE TO COVER. The contract price per linear foot shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to Remove, Store, Clean and Reset Existing Granite Header, 12" Wide, complete in place, in full compliance with the requirements of the specifications, and to maintain the header in good condition as specified in **Section 5.05** of the Standard Highway Specifications. The work shall also include, but not be limited to, the removal of not more than one (1') foot width of roadway pavement on the Broadway side and not more than one (1) flag of pavers on the Wall Street side along the header line; excavation (other than rock excavation), disposal of excess excavated materials and debris; backfilling, and the restoration of all removed pavement and pavers in full compliance with the applicable sections of the Standard Highway Specifications and the Contract Drawings.



Restoration of pavement and pavers removed beyond the above defined limits shall be done by the Contractor at no additional cost to The City.

If the Contractor damages any existing header during removal, resetting, handling, and storage, it shall be replaced, in kind, at no additional cost to the City.

Payment will be made under:

Item No.	Description	Pay Unit
4.12 GR12	REMOVE, STORE AND RESET EXISTING GRANITE HEADER 12" WIDE	L.F.

SECTION 6.28 ME

Lighted Timber Fencing for use in Lower Manhattan Project

6.28ME.1. INTENT. This section describes the work to be done in connection with Lighted Timber Fencing.

6.28ME.2. DESCRIPTION. The Contractor shall furnish, install, and maintain and remove, when directed, Lighted Timber Fencing at locations shown on the Contract Drawings, as specified herein and where directed by the Engineer.

6.28ME.3. MATERIALS.

Timber and lumber shall be dense, structural grade Douglas Fir or Southern Yellow Pine, conforming to the requirements of Section 2.40 of the Standard Highway Specifications.

Reflectorizing materials shall conform to the requirements of ASTM Designation B 589 "Standard Specification of Refined Palladium."

Battery operated flashing units shall be as approved by the Engineer.

For additional details about materials see the sketch for timber fencing.

All other unspecified materials shall be as approved by the Engineer.

6.28ME.4. METHODS. All locations of mass excavation being performed under Section JB 410 - MASS EXCAVATION, of the "Joint Bidding Specifications and Sketches for Lower Manhattan", shall be surrounded by lighted timber fencing as shown on the attached sketch. This requirement shall be in addition to providing all other traffic control devices as deemed necessary for the maintenance and protection of vehicular and pedestrian traffic.

Said work shall include the furnishing and incorporation, as required, of all timber, lumber, fastenings, anchors, reflectorizing materials, battery operated flashers and other warning devices; paint and painting; netting; and the furnishing of all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work.

Lighted Timber Fencing shall be furnished, installed, and maintained as shown in the attached sketch and as directed by the Engineer.

At the completion of the work or when directed by the Engineer, fencing shall be removed and disposed of away from the work site.

Fencing at all times shall be maintained in a condition satisfactory to the Engineer. Maintenance shall consist of the

replacement of all damaged or worn out components; repainting, as required or directed; replacement of reflectorizing materials, netting and flashers; and general rehabilitation to keep barricades in good condition during the life of the contract.

6.28ME.5. MEASUREMENT AND PAYMENT. The quantity to be measured for payment shall be the number of linear feet of lighted timber fencing installed in the work, complete, based on the summation of the lengths of individual units, measured along the center line on the face of the top rail between the ends of each unit.

Payment will be made for lighted timber fencing only for the initial installation at any location. Whenever fences are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement of the fencing from one side of the roadway to the other side or rearrangement within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

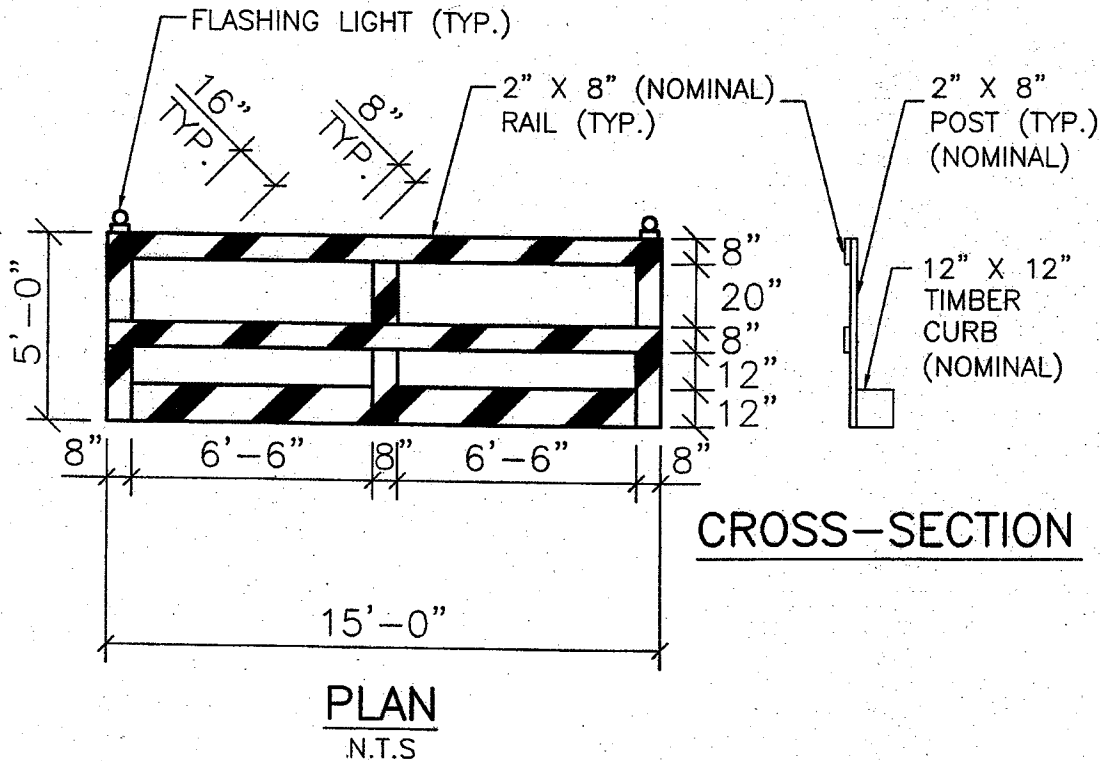
No payment will be made: for movements of fencing made for the Contractor's convenience; for movement of fencing at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of fencing at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of fencing between initial installations.

6.28ME.6. PRICE TO COVER. The contract price bid per linear foot for lighted fencing shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Description	Pay Unit
6.28 ME	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECT	L.F.

# LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS



## DETAILS:

- 1) LUMBER -DOUGLAS FIR OR SOUTHERN YELLOW PINE.  
-ALL SIZES SHOWN ARE "NOMINAL".  
-ALL CONNECTIONS FOR TIMBER RAILS, POSTS & CURBS TO BE NAILED.
- 2) PAINT -TWO COATS APPROVED ORANGE & STAIN RESISTANT REFLECTORIZED WHITE.  
-STRIPES TO BE 45° WITH 8" ORANGE & 16" WHITE.
- 3) LIGHTS -BATTERY OPERATED OR SOLAR POWERED FLASHING DOT APPROVED TYPE.  
-MAXIMUM SPACING 15' CENTER TO CENTER.
- 4) NETTING -TYPE SHALL BE POLYETHYLENE KNITTED MESH, 3.5 OZ PER SQUARE YARD, ORANGE COLOR, 5'-6" HEIGHT WITH REINFORCED EDGE, OR APPROVED EQUAL.  
-NETTING TO BE FASTENED TO FENCE EXTERIOR OVER THE ENTIRE 5'-0" HEIGHT.

SECTION 6.59 PF  
Temporary Concrete Barrier with Fence

6.59PF.1. Description. The Contractor shall furnish, install, maintain, and remove temporary concrete barriers with chain link fence in accordance with Contract Drawings, specifications and directions of the Engineer.

6.59PF.2. Materials. The temporary concrete barrier shall conform to the requirements of New York State Department of Transportation Standard Sheet No. 619-01, modified to accommodate a chain link fence with posts. Top and bottom rails will not be required for the fence.

Chain link fencing and incidentals shall be in accordance with Section 607 and Materials Section 710, of the current Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineering. The Engineer will inspect all chain link fence material for conformance with specifications.

The Contractor shall be required to provide a solid, secure chain link fence system consisting of posts, post embedment, fence fabric, and all other incidentals as may be required. Fence posts shall be embedded in the concrete barrier and the chain link fence shall extend from the barrier to a height of at least five (5) feet above the barrier.

Maximum spacing of fence posts shall be eight (8) feet from center to center. The details for the embedment of fence posts to the concrete barrier shall be submitted to the Engineer for approval.

Fence fabrication shall be continuous for the length of the concrete barrier; however, at joints between concrete barriers, the gap between fence sections shall not be more than four (4) inches.

Barrier sections shall be pre-cast portable concrete units. The Manufacturer shall certify that the temporary concrete barrier units conform to the details shown on the aforementioned NYSDOT's Standard Sheet or approved drawing.

The Engineer will inspect the temporary concrete barrier sections, complete with fence, upon delivery to the project site for conformance to specifications. Any barrier sections having damage and/or defects in the concrete, fence and/or joint connections will be rejected by the Engineer when in his judgment the performance of the barriers will be affected.

The temporary concrete barrier sections with fence shall form a smooth and continuous barrier when joined together. Any sections damaged or misaligned while in service shall be corrected or replaced to the satisfaction of the Engineer, at no cost to the City.

Striped reflectorization on barriers is required. Striping pattern is to be alternating twelve (12) inch wide stripes of white and orange sloped downwards in the direction of traffic at 45 degrees.

Reflective sheeting material shall be used and it shall conform to photometric and color (Orange and White) requirements of Subsection 730-05.02, Reflective Sheeting (Class B), of the current Standard Specifications, Construction and Materials, New York State Department of Transportation, Office of Engineer.

6.59PF.3. Methods. The Contractor shall furnish, erect, move, and remove temporary concrete barriers with chain link fence as indicated on the Contract Drawings or as directed by the Engineer.

Where indicated on the Contract Drawings or in the proposal, temporary concrete barriers shall be supplemented by approved steady burning lights.

Each run, or bay, of temporary concrete barrier unit with chain link fence shall be fastened together to form a continuous chain. After placement, each successive unit shall be moved longitudinally to remove the slack in the joint between units. The units at each end of a run or bay shall be anchored as shown on the Standard Sheet. Where shown on the Contract Drawings or directed by the Engineer, the ends of the barrier run shall be fitted with a tapered end section, flared back.

6.59PF.4. Measurement. The quantity to be measured for payment shall be the number of linear feet of temporary concrete barrier with chain link fence actually placed including transition sections, measured along the centerline of the top surface of each barrier.

6.59PF.5. Price to Cover. The contract price bid per linear foot for temporary concrete barrier with chain link fence shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to erect, maintain and remove the required temporary concrete barrier with chain link fence. This work shall include, but not be limited to, any required connection devices, orange and white reflective stripes on the faces of the barriers, steady burning yellow lights when indicated on the Contract Drawings, flashing amber lights, and filling holes left in the pavement with an epoxy grout after the barricades have been removed, all in accordance with the Contract Drawings, the Specifications and the directions of the Engineer.

Any movement of temporary concrete barrier with chain link fence, except movements of the concrete barrier necessary to maintain, realign, or replace damaged units will be considered as a movement to a new location and the Contractor will be entitled to payment for the movement.

Payment will be made under:

Item No.	Description	Pay Unit
6.59 PF	TEMPORARY CONCRETE BARRIER WITH FENCE	L.F.

SECTION 6.86 AD

Furnishing and Installing Street Name Signs (Downtown Alliance Type)

6.86AD.1. DESCRIPTION. Under this section, the Contractor shall be required to furnish and install new street name signs (Downtown Alliance Type) as per Section 6.86 of the Standard Highway Specifications, the New York City Department of Transportation's Bureau of Traffic Operations (B.T.O.) Standard Drawings, and the directions of the Engineer.

6.86AD.2. MATERIALS. Construction materials shall comply with the requirements of Sub-Section 6.86.2 of the Standard Highway Specifications and the current Specifications of the Downtown Alliance Signage Maintenance Manual, STREET SIGN.

6.86AD.3. METHODS. Construction methods shall comply with the requirements of Sub-Section 6.86.3 of the Standard Highway Specifications, with the following modifications and additions:

Signs shall be fabricated from aluminum panels with a "bulging" top and bottom edges as per the Downtown Alliance Signage Maintenance Manual, STREET SIGN. Copies of this manual are available from the Alliance for Downtown New York, Inc., by calling Mr. Daniel Giacomazza at 212-835-2758. Thickness of the panels shall be 0.091 inches for the flat area and 0.250 inches for the bulge. Size of panels shall vary in width from 30 to 48 inches by 9 inches in height.

Graphic layouts shall be black color reversed silk screened on white 3M Scotchbrite, or an approved equivalent, reflective sheeting with letters and white mezzo tinted photos "knock out" to white. Each sign is to be fabricated 2-sided with different art (different address number ranges and the art "flopped" on side 2 so the icon is always on the pole/mounting bracket edge of the sign) on each side, however here are a few cases where the arrow points to the inside (pole/mounting bracket).

The fabricator shall use the message schedule furnished by the Alliance for Downtown New York, Inc., to create each sign face in the specified length, icon, street name, and corresponding address range and arrow provided.

Preferred mounting height is 12 feet above ground, to be adjusted as directed by the Engineer, based on field conditions.

Mounting brackets shall be black powder-coated NYCDOT standard anodized aluminum bracket with NYCDOT standard stainless steel straps. For signs longer than 36", black powder-coated reinforced 24" Metro Wing brackets are required with NYCDOT standard stainless steel straps. A tamper-resistant lock nut must be used on one hole of each sign fastening it to the bracket to deter theft.

For all street signs on BROADWAY, the straps are to be painted to match pole as approved by the Engineer. For signs on WALL STREET, the bracket shall be attached to the pole with liquid steel and straps.

6.86AD.4. MEASUREMENT. The quantity to be measured for payment for each of the items is as follows:

Number of square feet of new street name signs (Downtown Alliance Type) furnished to the satisfaction of the Engineer.

Number of square feet of street name signs (Downtown Alliance Type) installed to the satisfaction of the Engineer.

6.86AD.5. PRICES TO COVER. The contract price per square foot of new street name signs (Downtown Alliance Type) furnished shall cover the costs of all labor, materials, plant, equipment, insurance, and incidentals necessary to fabricate the signs including, but not limited to, painting, sheeting, lettering, placement of legends, and to provide samples to Bureau of Traffic Operations for approval, all as shown on contract documents and in accordance with the specifications and directions of the Engineer. There will be no additional payment for double faced signs.

The contract price per square foot of street name signs (Downtown Alliance Type) installed shall cover the costs of all labor, materials, plant, equipment, insurance, and incidentals necessary to mount the signs on supporting posts (EL columns, street light poles, traffic light posts, and sign posts of the steel pipe type) at locations as directed and in accordance with the specifications and direction of the Engineer. The cost shall also include the supplying and sampling of bolts, nuts, clamps, brackets, and all necessary appurtenances as required and, where applicable.

*Payment will be made under:*

Item No.	Item	Pay Unit
6.86 AAD	FURNISHING NEW STREET NAME SIGNS (Downtown Alliance Type)	S.F.
6.86 BAD	INSTALLING STREET NAME SIGNS (Downtown Alliance Type)	S.F.



## SECTION 6.86 L

## Furnishing and Installing Street Name Signs (Large Size)

6.86L.1. DESCRIPTION. Street name signs shall be furnished and installed as per Section 6.86 of the Standard Highway Specifications, except these street name signs shall be furnished and installed with the following modifications and additions:

They shall be extra large and hung from the mast arm of traffic signals. The actual sign dimensions, layout of text and colors, and mounting hardware required for these signs will be furnished to the Contractor prior to construction.

All signage in each block shall be installed within fourteen (14) calendar days of completion of installation of traffic signals within that block. Failure to meet this requirement shall be deemed a substantial deficiency in compliance with Section 6.70 of the Standard Highway Specification and will be cause for assessment of liquidated damages stipulated therein.

6.86L.4. MEASUREMENT. The quantity to be measured for payment for each of the items is as follows:

Number of square feet of new reflectorized extra large street name signs furnished to the satisfaction of the Engineer.

Number of square feet of extra large street name signs installed to the satisfaction of the Engineer.

6.86L.5. PRICES TO COVER. The contract price per square foot of new extra large reflectorized street name signs furnished shall cover the costs of all labor, materials, plant, equipment, insurance, and incidentals necessary to fabricate the extra large signs including, but not limited to, painting, sheeting, lettering, placement of legends, and to provide samples to Bureau of Traffic Operations for approval; all as shown on contract documents and in accordance with the specifications and directions of the Engineer.

The contract price per square foot of extra large street name signs installed shall cover the costs of all labor, materials, plant, equipment, insurance, and incidentals necessary to hang signs from the mast arm of traffic signals at locations as directed and in accordance with the specifications and direction of the Engineer. The costs shall also include the supplying and sampling of bolts, nuts, clamps, brackets, and all necessary appurtenances as required and, where applicable, picking up signs furnished by the Bureau of Traffic Operations at their designated Sign Shop.

Payment will be made under:

Item No.	Description	Pay Unit
6.86 LA	FURNISHING NEW STREET NAME SIGNS (LARGE SIZE)	S.F.
6.86 LB	INSTALLING STREET NAME SIGNS (LARGE SIZE)	S.F.

SECTION 6.97 A  
Extra-High-Early Strength Concrete Base

1. Description. This section describes the construction of an extra high-early strength concrete base for pavement.

In intersections where the street must be fully opened to traffic by the end of each work period, in accordance with the Contract Drawings, the specifications, the traffic stipulations, and the directions of the Engineer, the concrete base shall be laid with an extra high-early strength concrete base.

The Contractor will be subject, under Section 6.70 of the Standard Highway Specifications, to liquidated damages in the amount shown on Schedule A for each and every hour, or any part thereof, that the entire width of pavement designated to be reconstructed with extra high-early strength concrete base is not available to traffic one hour after the end of each work period.

2. Materials and Methods. All materials and methods for the concrete base shall comply with the requirements specified for Item 4.04 H, except for the following modifications and additions:

Concrete shall be extra high early strength capable of obtaining a minimum compressive strength of 2,800 psi in six (6) hours, a minimum compressive strength of at least 3,200 psi at 3 days, and a sufficient size work crew and working time before its initial set to allow for proper placement of the concrete. Modification of concrete shall be with either an increased cement factor (10 bag mix of Portland cement), a reduced water content, superplasticizer, and accelerator or an approved Type IP hydraulic cement complying with the requirements of ASTM C595 modified with additives meeting the requirements of ASTM C688.

A suggested mix design and test results are attached at the end of this Section on pages A1-73 through A1-83. Should the Contractor propose to use this mix design he shall be required to verify that his mix agrees with the first 28 days of the attached test results. Otherwise, if he chooses to use another mix design, he shall be required to document his proposed mix design for 28 days in the same manner as shown on pages A1-73 through A1-83.

The laboratory used to verify that the Contractor's mix agrees with the mix design proved herein, or document another proposed mix design, shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and shall be in accordance with their 'MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL'. Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed, it must be currently licensed by the NYC Department of Buildings (DOB), and it must have documented experience estimating concrete strength by the use of Maturity Meters (See Section

4.04 MM in this Addendum). In addition, all testing requirement to verify that the Contractor's mix agrees with the mix design proved herein, or document another proposed mix design, shall be witnessed by a representative of DDC's QACS Bureau.

Prior to all work under this contract, the Contractor shall file with the Engineer Age-Strength data sheets of the job mix formulas for each type of concrete he proposes to use, for various ambient temperatures anticipated during the work period. These data sheet shall be used in determining the curing periods of the concrete used. Data sheets are to be presented in both tabular and graphical forms for various ambient temperatures with a maximum setting period of six (6) hours.

All materials and equipment to be used by the Contractor shall be as approved by the Engineer.

The earth subgrade, immediately before the concrete base is laid, shall be thoroughly compacted by an approved method, to the satisfaction of the Engineer. It shall be smooth, finished to the bottom elevation of the adjacent concrete base pavement, and be dampened with water sufficient only to be absorbed by the subgrade. The subgrade shall not be in a muddy or frozen condition and unsuitable material shall be removed and replaced with acceptable material, thoroughly compacted.

All constituents of concrete shall be delivered to the project site each work period as required. The Contractor shall supply concrete at a rate consistent with placement operations as determined by the Engineer. Concrete must be batched in sufficient quantity to prevent cold joints from being formed during placement. The Engineer may discontinue the use of any type of concrete mixing or transporting units when unsatisfactory results are obtained.

All concrete shall be discharged from the discharge openings directly into the forms or into approved conveyance equipment while fresh and before there is evidence of initial set. Concrete shall be deposited before the initial set has taken place, in as nearly a continuous operation as practical, and with approved tools which will prevent segregation. Concrete shall not be deposited in standing water and shall be thoroughly compacted by use of external vibration (poker nose or screed). No retampering of the concrete will be permitted. Retampering is defined as the addition of water after the mix has attained its desired initial slump.

Concrete cylinders shall be taken at each location of work, as directed by the Engineer, to be tested the same day by the City.

No traffic is to be permitted on newly placed concrete base until it has obtained the minimum 2,800 psi compressive strength specified.

3. Measurement. The quantity to be measured for payment under this item shall be the volume, in cubic yards, of extra high-early strength concrete laid where directed by the Engineer, measured in place, and adjusted for strength deficiencies in accordance with Section 5.04 of the Standard Highway Specifications.

In determining the volume of concrete to be paid for, the spaces occupied by bases of columns, manhole heads, gate boxes, road boxes, and similar structures will be deducted when their superficial areas measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

4. Price to Cover. The contract price per cubic yard of extra high-early strength concrete shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish, lay and cure the concrete, complete in place, in full compliance with the requirements of the specifications, to furnish such samples and cores for testing and to provide such testing equipment, laboratory space and facilities as may be required, to maintain the concrete base in good condition as specified in Section 5.05 of the Standard Highway Specifications, and completing the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.97 A	EXTRA-HIGH-EARLY STRENGTH CONCRETE	C.Y.

**SUGGESTED MIX DESIGN**

**FOR**

**EXTRA-HIGH-EARLY STRENGTH**

**CONCRETE BASE**



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 www.materials-testing.com

**Client:** Dept of Design & Construction  
 30-30 Thompson Ave.  
 Long Island City, N.Y. 11101  
**Concrete Class:** HE SuperPave

**Report #:** 09DDC-95100  
**Date:** 01/26/09  
**Mix #:** 37  
**Cementitious:** 940 Type II

Page 1 of 2

**CONCRETE FIELD DATA (ASTM C192)**

Cement lbs/ yd³	Sand lbs/ yd³	Stone lbs/ yd³	Water lbs/ yd³	Air Cont., %	Initial Slump in	Final Slump in	Concrete Temp, °F	Unit Wt. lbs/ yd³	Ambient Temp °F	Water Temp °F
940	1035	1750	253.3	5.8	0	10.50	85	148.0	60	183

Supplier: CASA Ready Mix

Sand: Roanoke-Washed / Specific Gravity: 2.63 – ASTM C33.

Stone: Tilcon Clinton Point / Specific Gravity: 2.81 – ASTM C33 #57

Type I/II Cement: LaFarge – ASTM C150.

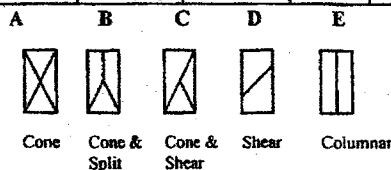
Air: MBVR E90 65.8 oz/cu yd

Plast. BASF 1390 112.8 oz/cu yd

Accelerator: MBNC 534 846

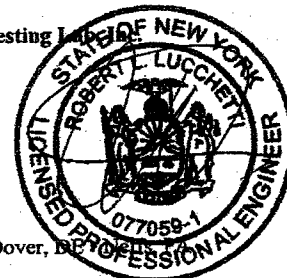
**COMPRESSIVE STRENGTH OF CONCRETE TEST CYLINDERS (ASTM C39) (4" D x 8" H)**

cid #	Date Cast	Date Tested	Age, Days	Cross-Sect. Area, (sq. in.)	Total Load (Lbs.)	Fracture Type	Strength (PSI)	°C Hrs Mat.	Cyl Temp °F	Complies
1	01/26/09	01/26/09	2h	12.57	765	B	61	65	89	
2	01/26/09	01/26/09	3h	12.57	4020	B	320	100	90	
3	01/26/09	01/26/09	3.5h	12.57	6725	B	535	114	104	
4	01/26/09	01/26/09	4h	12.57	12760	B	1015	138	109	
5	01/26/09	01/26/09	4h	12.57	15410	B	1226	140	109	
6	01/26/09	01/26/09	4 ½h	12.57	18640	D	1483	159	111	
7	01/26/09	01/26/09	5	12.57	24300	D	1933	182	114	
8	01/26/09	01/26/09	5 ½h	12.57	32495	D	2585	205	114	
9	01/26/09	01/26/09	6h	12.57	40475	D	3220	228	114	Y
10	01/26/09	01/26/09	6h	12.57	36520	D	2910	228	114	Y
11	01/26/09	01/26/09	7h	12.57	45400	D	3612	275	116	Y
12	01/26/09	01/27/09	7h	12.57	91780	D	7302	881	77	Y
13	01/26/09	01/27/09	7h	12.57	94510	D	7519	881	77	Y
14	01/26/09	01/28/09	2	12.57	107670	D	8565	1303	62	Y



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**Client:** Dept of Design & Construction  
 30-30 Thompson Ave.  
 Long Island City, N.Y. 11101  
**Concrete Class:** HE SuperPave

**Report #:** 09DDC-95100  
**Date:** 01/26/09  
**Mix #:** 37  
**Cementitious:** 940 Type II

Page 2 of 2

**COMPRESSIVE STRENGTH OF CONCRETE TEST CYLINDERS (ASTM C39) (4" D x 8" H)**

Field #	Date Cast	Date Tested	Age, Days	Cross-Sect. Area, (sq. in.)	Total Load (Lbs.)	Fracture Type	Strength (PSI)	°C Hrs Mat.	Cyl Temp °F	Complies
15	01/26/09	01/28/09	2	12.57	102555	D	8160	1303	62	Y
16	01/26/09	01/29/09	3	12.57	108270	D	8610	1779	68	Y
17	01/26/09	01/29/09	3	12.57	101095	D	8040	1779	68	Y
18	01/26/09	01/30/09	4	12.57	115610	D	9200	2247	68	Y
19	01/26/09	01/30/09	4	12.57	112340	D	8940	2247	68	Y
20	01/26/09	02/02/09	7	12.57	110965	D	8830	3738	71	Y
21	01/26/09	02/02/09	7	12.57	114050	D	9070	3738	71	Y
22	01/26/09	02/02/09	7	12.57	108760	D	8650	3738	71	Y
23	01/26/09	02/09/09	14	12.57	124850	D	9930	7232	69	Y
24	01/26/09	02/09/09	14	12.57	121170	D	9640	7232	69	Y
25	01/26/09	02/09/09	14	12.57	121010	D	9630	7232	69	Y
26	01/26/09	02/23/09	28	12.57	132110	D	10510	14381	68	Y
27	01/26/09	02/23/09	28	12.57	130760	D	10400	14381	68	Y
28	01/26/09	02/23/09	28	12.57	127590	D	10150	14381	68	Y
29	01/26/09	03/23/09	56	12.57	144830	D	11520	-	-	Y
30	01/26/09	04/21/09	84	12.57	150210	D	11950	-	-	Y
31	01/26/09	04/21/09	84	12.57	147520	D	11740	-	-	Y

A B C D E



Cone    Cone & Split    Cone & Shear    Shear    Columnar

Submitted By: Materials Testing Lab

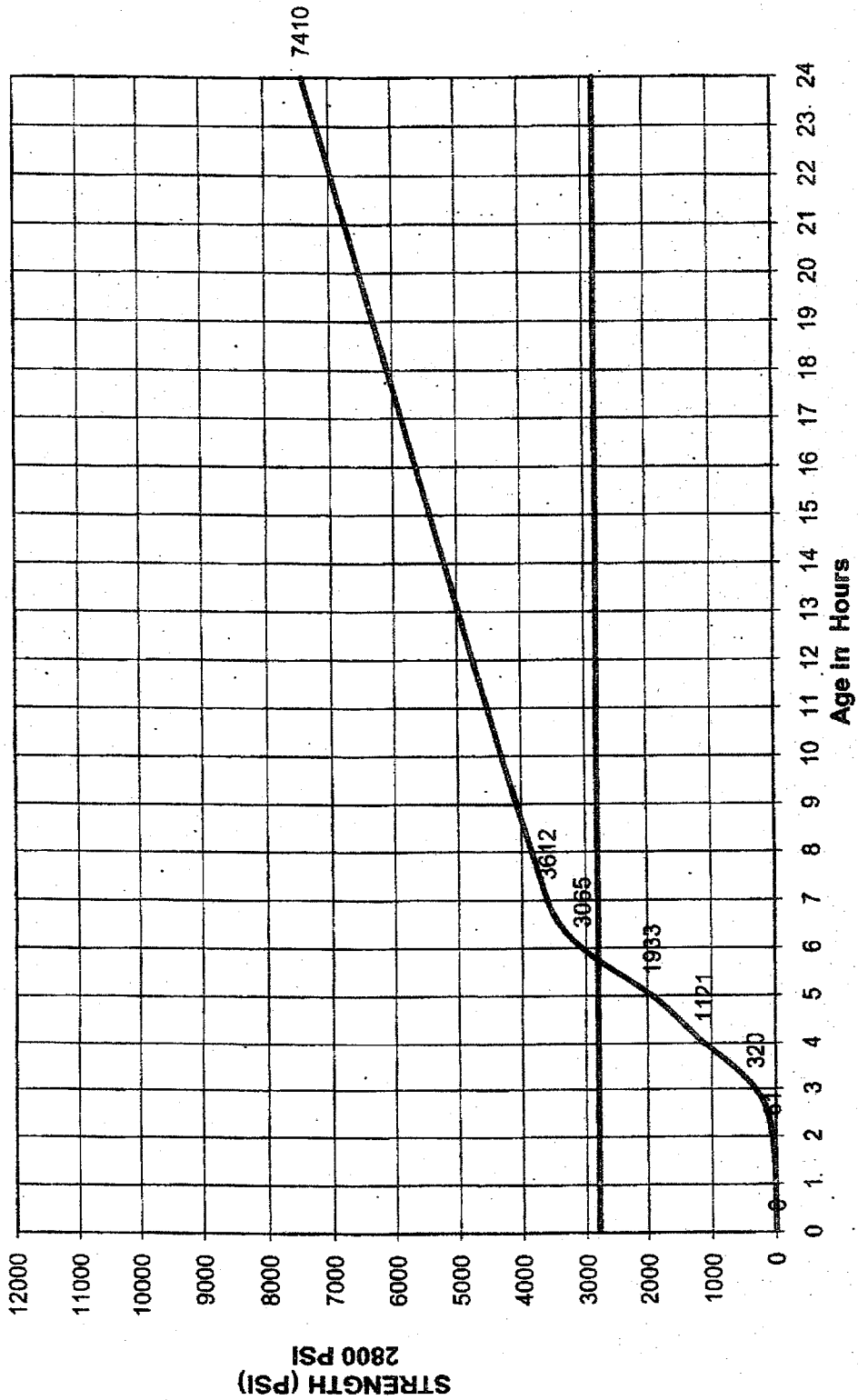


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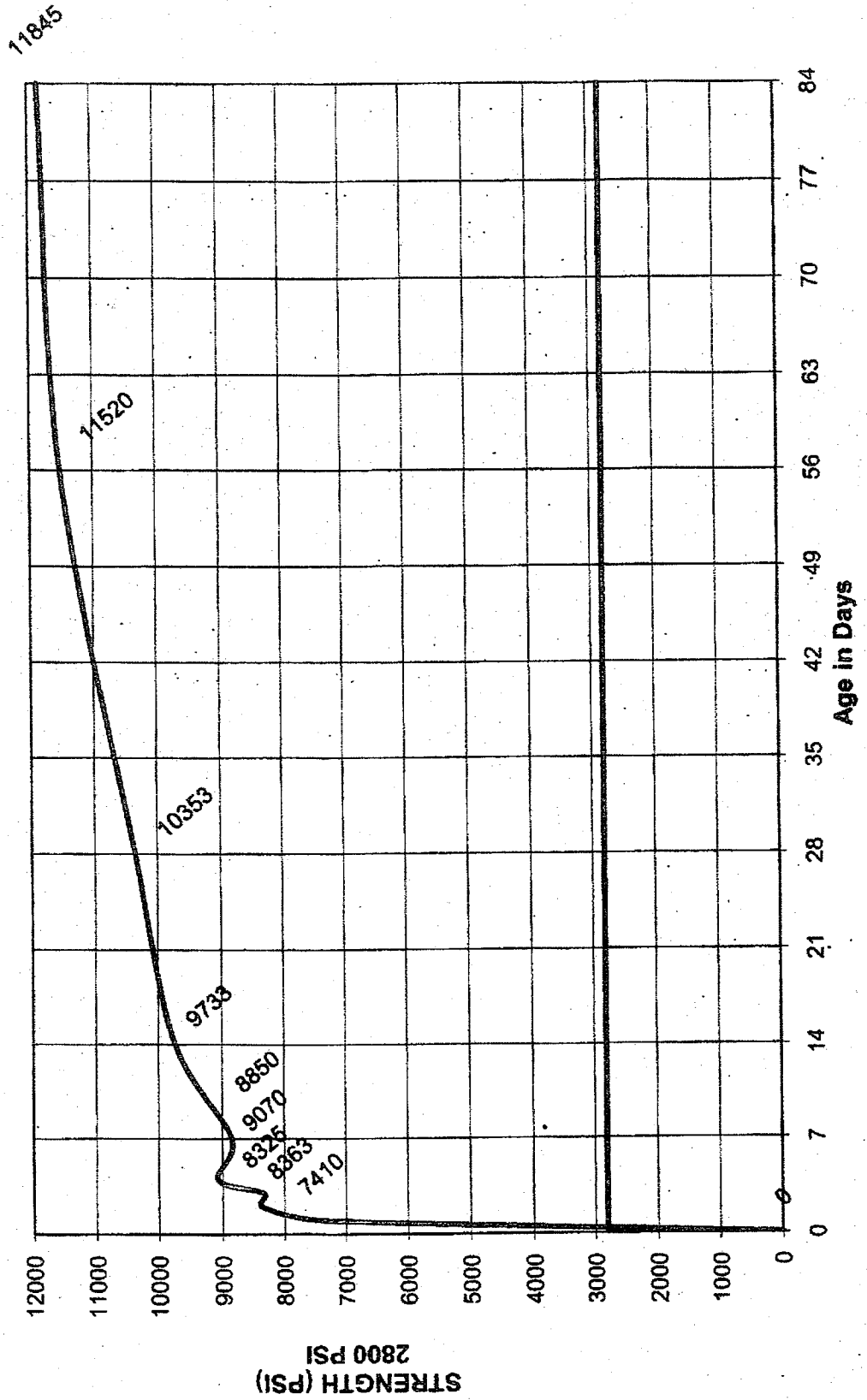
DDC MIX DESIGNS  
Strength Gain over Time  
SUPER HE SUPERPAVE  
Cementitious 940 Type II  
MIX # 37



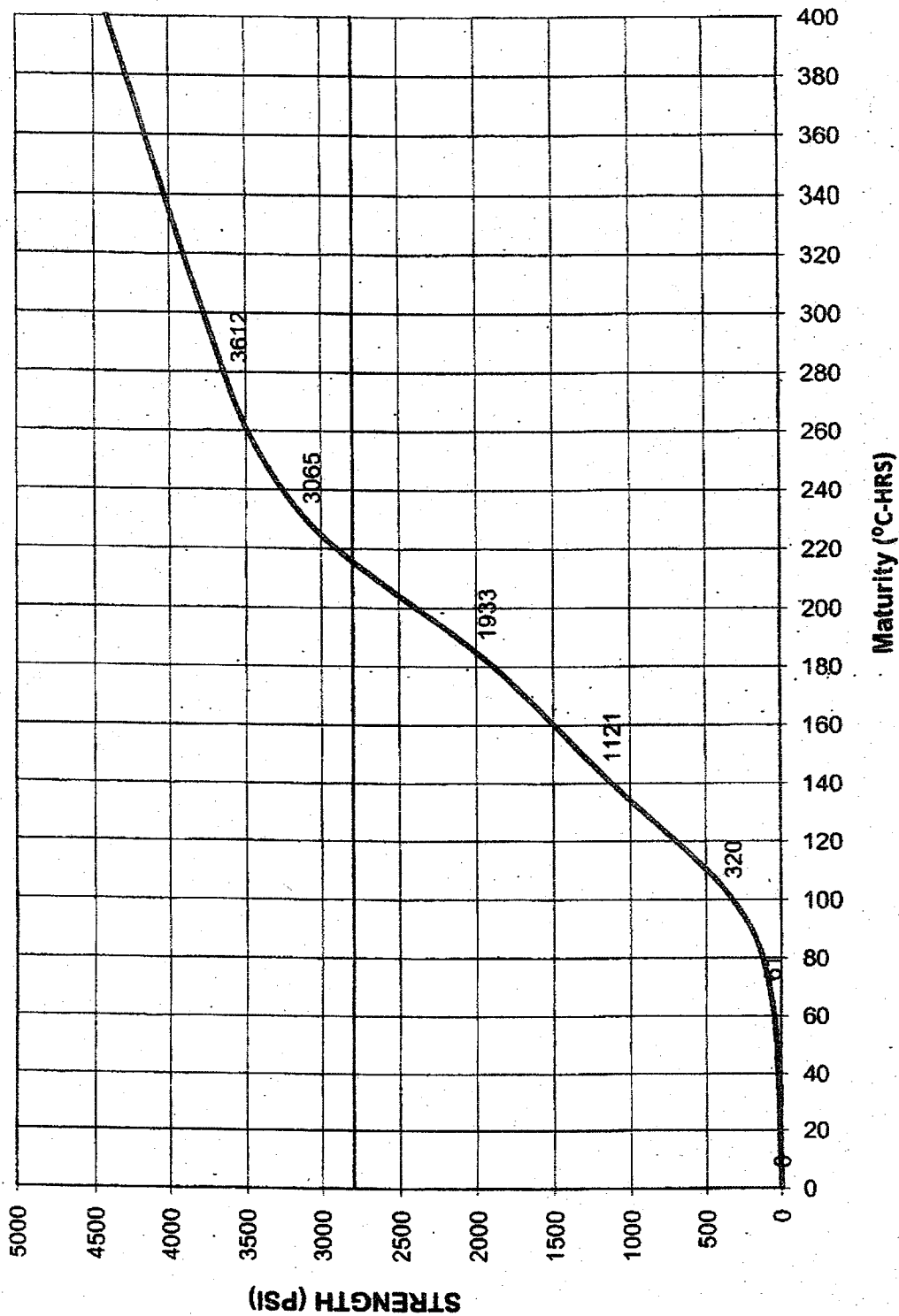




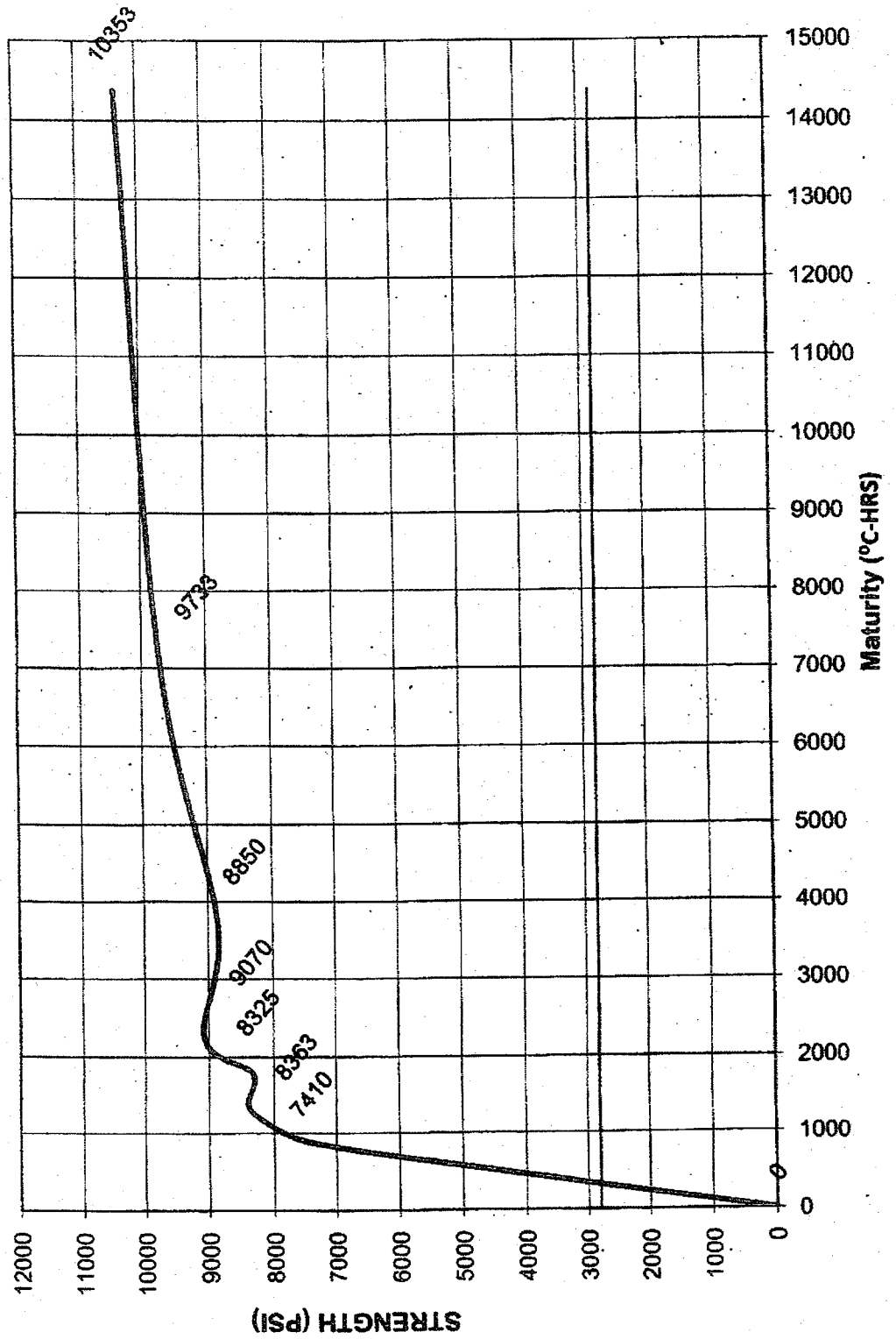
**DDC MIX DESIGNS**  
**Strength Gain over Time**  
**SUPER HE SUPERPAVE**  
**Cementitious 940 Type II**  
**MIX # 37**



DDC MIX DESIGNS  
Strength Maturity Relationship  
SUPER HE SUPERPAVE  
Cementitious 940 Type II  
MIX # 37



**DDC MIX DESIGNS**  
**Strength Maturity Relationship**  
**SUPER HE SUPERPAVE**  
**Cementitious 940 Type II**  
**MIX # 37**





Client: NYC DDC

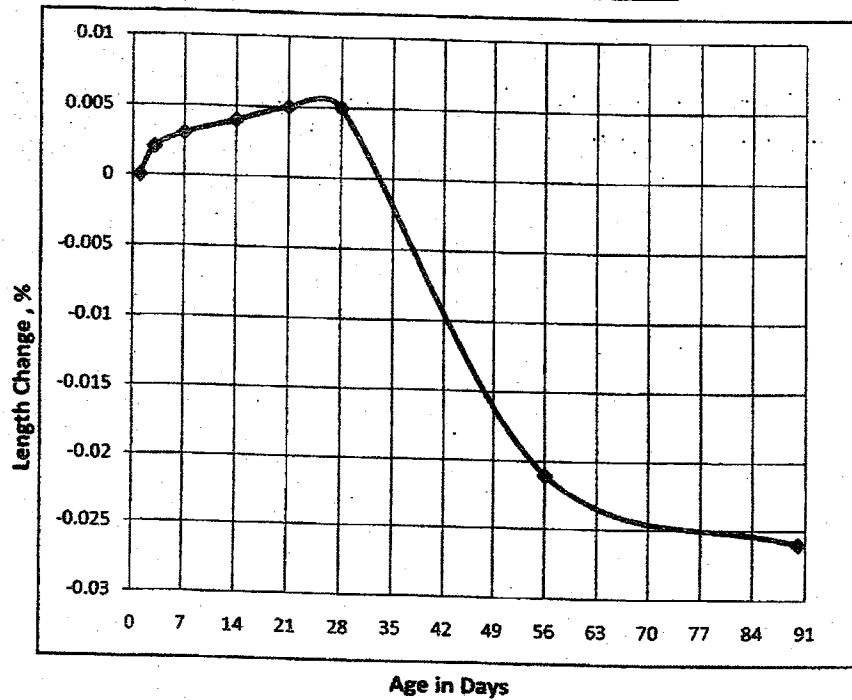
Green Concrete Design Mixes

Procedure: ASTM C 157-06

4" x 4" x 10" Concrete Prism

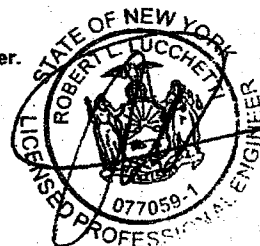
MIX # 37 - Super HE Superpave - Cementitious 940 Type II

Days	Length Change, %
1	0
3	0.002
7	0.003
14	0.004
21	0.005
28	0.005
56	-0.021
90	-0.026



## Remarks:

For the 28 day result, the sample was immersed in lime saturated water.  
For the 56 & 90 day results, the sample was air-dried.



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Client: NYC Dept. of Design & Construction Report #: 09DDC-767 Page 18 of 19  
 30-30 Thomson Avenue Date: 05/06/09  
 Long Island City, NY 11101 Lab#: 9273  
 Project: DDC Green Concrete Design Mixes  
 Test: Standard Test Method for Resistance of Concrete Cores to Freezing & Thawing.  
 Method: NYSDOT Method 502-3P  
 Sampled By: MTL

**Test Procedure**

The concrete samples were tested in accordance with NYSDOT Method 502-3P. The samples were completely surrounded in 3% NaCl solution at all times while being subjected to 25 freezing and thawing cycles.

**Required -** Material shall not exhibit a weight loss greater than 3 %.

**Test Results**

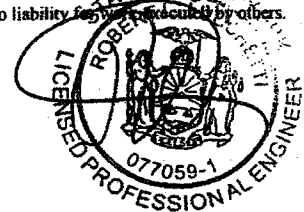
Mix #	Cementitious lb/cy	% Fly Ash	Weight Loss %	Complies
37	940	-	0.0	Yes

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Simon Sauberman  
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**Client:** NYC Dept. of Design & Construction **Report Date:** 11/07/08 **Page 1 of 2**  
 30-30 Thomson Avenue **Material:** Natural Sand  
 Long Island City, NY 11101 **Supplier:** CASA

**Project:** DDC Green Concrete Design Mixes  
**Test:** Gradation, #200 Wash, Specific Gravity and Absorption of Fine Aggregate  
**Method:** ASTM C117, ASTM C136, ASTM C128  
**Sampled By:** MTL **On** 11/06/08 **Delivered By:** Materials Testing Lab

**Gradation, #200 Wash**

Sieve Size	% Passing #1	ASTM C33 Specification
3/8"	100.0	100
#4	99.6	95-100
#8	94.0	80-100
#16	83.1	50-85
#30	58.0	25-60
#50	19.0	10-30
#100	4.4	2-10

**Specific Gravity and Absorption of Fine Aggregate**

Specific Gravity (OD):	2.629
Specific Gravity (SSD):	2.653
Apparent Specific Gravity:	2.694
Absorption, %:	0.92

**Location:** Ronoke Sand - Washed

**Complies:** ☒ Y

**Remarks:**

**Lab # 9064**

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**Client:** NYC Dept. of Design & Construction **Report Date:** 11/07/08 **Page 2 of 2**  
 30-30 Thomson Avenue **Material:** Crushed Stone  
 Long Island City, NY 11101 **Supplier:** CASA

**Project:** DDC Green Concrete Design Mixes  
**Test:** Gradation, #200 Wash, Specific Gravity and Absorption of Coarse Aggregate  
**Method:** ASTM C117, ASTM C136, ASTM C127  
**Sampled By:** MTL **On** 11/06/08 **Delivered By:** Materials Testing Lab

**Gradation, #200 Wash**

Sieve Size	% Passing #1	ASTM C33 Size #57 Specification
1 1/2"	100.0	100
1"	100.0	95-100
3/4"	91.6	-
1/2"	43.8	25-60
3/8"	20.0	-
#4	5.8	0-10
#8	3.7	0-5
#200	2.2	0-3

**Specific Gravity and Absorption of Coarse Aggregate**

Specific Gravity (OD):	2.807
Specific Gravity (SSD):	2.825
Apparent Specific Gravity:	2.857
Absorption,%:	0.62

**Location:** Tilcon Clinton Point

**Complies:** ☒ Y

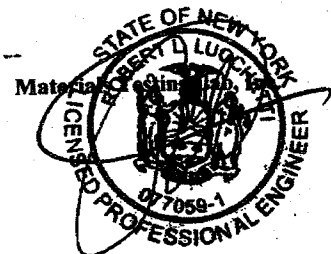
**Remarks:**

**Lab # 9064**

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**Reported To:**

**Submitted By:**



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SECTION 7.07 ADC

Furnish and Install ADNY Type C Hydrant Bollards

7.07ADC.1. Description. Under this section, the Contractor shall furnish all labor, material, plant, equipment, insurance, and incidentals necessary to furnish and install ADNY Type C hydrant protection bollards to be mounted with buried base and footing detail as shown on the Contract Drawings and in accordance the specifications, and the directions of the Engineer.

7.07ADC.2. Material. Bollards size and dimensions shown on the Contract Drawings shall meet the requirements as follows:

- A. All materials, accessories and other related fixture parts shall be new and free from defects which in any manner may impair their character, appearance, strength, durability, and function, and effectively protected from any damage or injury from the time of fabrication to the time of delivery and until final acceptance of the work.
- B. Castings: All castings shall be exact replicas of the approved patterns and shall be free of sandpits, blemishes, scales and rust, and shall be smoothly finished. Tolerance shall be provided for any shrinkage of the metal castings in order that the finished castings will accurately fit in their designated locations.
- C. Hardware: All screws, bolts, nuts, and other fastening and latching hardware shall be stainless steel (cadmium or equivalent plated).
- D. Main cast bollards shall be made of heavy wall gray ductile iron per ASTM specification A48-03 Class 30, latest revision in effect at time of bidding.
- E. Cap shall be made of 14 gage stainless steel type 304 (18-8) of satin finish meeting ASTM A269, stamped or spun to meet design profile welded to stainless steel pipe to connect to bollard.
- F. Alternative: Cap shall be made of heavy wall gray ductile iron per ASTM specification A48-83 Class 30, latest revision in effect at time of bidding.
- G. Inner supports and sleeves shall be steel pipe Schedule 80 or A Double Extra Strong as described on the drawings, meeting ASTM A36.
- H. All steel components shall be hot dip galvanized in accordance with the American Hot Dip Galvanize Association and ASTM Designation A-123 and A-153, latest revision in effect at time of bidding.



- I. Bollards shall be capable of withstanding impact loads of up to one hundred and fifty (150) pounds applied in a horizontal direction perpendicular to the bollard's long axis at a point approximately two (2) inches in from the top of the bollard and held at this value for a period of one minute. The lateral deflection of the bollard as measured at this point shall not be greater than 1/4". After removal of loading the permanent lateral set at this point shall not be greater than one sixteenth (1/16) of an inch.
- J. The cast ductile iron base of each bollard shall be ground flat and true so that the bollard meets the base plate and/or concrete sidewalk evenly.
- K. All bollards and base connections shall utilize no less than four (4) fasteners to insure adequate level of safety. Pipe support shall be fabricated of Double Extra Strength grade steel pipe as shown on the details

Concrete for collars and fill shall be Class B-32, Type IIA; cement - Type II Portland; sand - Type 1A; coarse aggregate Type 1, Grade B, or Type 2, Size No. 57; and an approved air-entraining agent shall be added at the time that concrete is mixed. Concrete, cement and aggregate shall comply with the requirements of Section 3.05 of the Standard Highway Specifications.

All cast-iron bollards shall be delivered finished painted as specified.

A. Painted Surfaces

- 1. Primer: 2 part epoxy primer designed to accept finish coat; to meet New York State V.O.C. emission standards.
- 2. Paint Characteristics: The protective coating must exterior grade quality and shall exhibit the following characteristics.
  - a. Exceptional resistance to ultra violet light, road salt compounds, and industrial chemical fumes.
  - b. High impact resistance forwards and reverses to withstand 144 psi directly without cracking, chipping, or peeling.
  - c. Display a water transmission rate of less than .00000005 PERMS.
  - d. Suitable for applications in below freezing temperatures.
  - e. Resist solvents for removal of graffiti off painted surface.
  - f. Resist flame or high temperatures to 400°F.
  - g. Shall possess unique molecular structure suitable for brush, roll or spray application to achieve high quality, general-purpose usage, exceptional spreadability and adhesion.
  - h. Meet New York State V.O.C. emission standards.

3. Chemical Composition of Paint All paint must conform to the following chemical requirements:
  - a. Pre-darkened pigments to insure long term gloss and color retention.
  - b. No more than 20-percent Oxal Hexel, 17 percent Butyl Acetate, 3 percent Xylol.
  - c. Maximum of 40-percent volatile by volume.
  - d. Minimum of 801 F Flashpoint.
  - e. Formulated with air-out additives for flowability.
  - f. Two part aliphatic urethane with a 4 to 1 mixture ratio and an absolute minimum of 70-percent solid-content.

Manufacture: Bollards shall be manufactured and fabricated to the highest level of workmanship. Cast iron shall be free of defects, blow-holes or other imperfections and shall be smooth finish suitable to receive high-gloss painted finish. Any grinding, filling or other post-casting techniques required to achieve best results shall be done in a manner which will not alter the shape or profile of the casting, or involve materials which may lose adhesion with the base metal or will corrode.

Paint shall be applied in full conformance with manufacturer's specification by spraying or other approved method to achieve full gloss finish, free of surface imperfections, and full adhesion.

1. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
  - a. Blast iron surfaces clean as recommended by the paint system manufacturer and according to requirements of SSPC specification SSPC-SP 10.
  - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
  - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.

Minimum thickness of paint film shall be as follows or as recommended by manufacturer if thicker than specified herein:

1. Two coats over primer with total dry film thickness not less than 2.5 mils.

Finish coat above grade for bollards shall be black in color.

7.07ADC.3. Methods. Bollards shall be shop fabricated shall be inspected upon delivery. The Engineer in consultation with the Alliance for Downtown New York and City's Architect reserves the right to reject any units which do not meet the standards specified or shown on the contract drawings.

Handling, shipping and erecting of painted steel bollards shall not be performed until coatings are thoroughly dry. Special care shall be exercised to avoid abrasion, staining, or other damage to the painted surface.

Stacking and storing of painted bollards in the shop, in transit, and at the job site shall be done using softeners and timbers to keep individual members free from contact with the ground and with each other. Also, bollards shall be protected from soiling by adjacent fabrication or construction operations.

The Contractor shall excavate existing sidewalk areas to the required depth necessary to install bollards in concrete collars as shown on the Contract Drawings. Bollards shall be shim and level as necessary such that bollards are vertical, in plumb, and at equal elevations in their final position. Concrete collars shall be finished to match the proposed new adjacent sidewalk. Then backfill around concrete collars to the subgrade of proposed sidewalk.

New adjacent sidewalk around concrete collars shall be placed under Item 4.13 BAS.

Touchup after erection shall consist of smoothing all abraded areas and building back each coat damaged to achieve the initial condition. Surface areas that have been abraded to bare metal shall be cleaned and then painted in proper recoating intervals.

7.07ADC.4. Shop Drawings. Shop drawings shall be submitted by the Contractor to the Engineer for approval prior to installation.

7.07ADC.5. Measurement. The quantity to be measured for payment shall be the number of bollards actually installed to the satisfaction of the Engineer.

7.07ADC.6. Price to Cover. The contract price bid per each steel bollard furnished and installed shall cover the cost of all labor, material, plant, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, fabrication, painting and stripping of bollards, concrete foundations, all excavation and backfilling, and shop drawings; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

*Payment will be made under:*

Item No.	Description	Pay Unit
7.07 AD	FURNISH AND INSTALL ADNY TYPE C HYDRANT BOLLARDS	EACH

SECTION 7.28 S

Project Information/Groundbreaking Signs (Type A and Type B)

7.28S.1. Intent. This section describes the work of furnishing and installing project information/groundbreaking signs of various sizes to provide the public with information relative to the contract.

These project information/groundbreaking signs are in addition to the standard project signs required under Article 1.06.46 of the General Provisions.

7.28S.2. Description. The work shall consist of furnishing, displaying, maintaining, removing, relocating, and disposing of project information/ground-breaking signs, of the various sizes specified, which will provide the affected public, during groundbreaking ceremonies and during the work to be performed under this contract, with pertinent background information related to the community and to the work to be performed under this contract.

7.28S.3. Materials and Methods. All materials and the details of fabrication, furnishing, erection, assembly and maintenance of each size sign shall conform to the requirements specified below. Attached is a sample of the sign design and content; however, the actual print ready design and content digital files, to be furnished to the Contractor, will be in color.

(A) TYPE A - LARGE FORMAT SUPPLEMENTAL CONSTRUCTION SIGN

1. DDC will provide the Contractor with complete, print-ready design and content on a compact disc in Adobe Illustrator file format.
2. Signs shall be 5' x 5'.
3. Signs shall be digitally printed in color on scrim vinyl banners (whiteness: 75 min; caliper: 19 mil; opacity: 100%) and shall be coated using a solvent borne vinyl elastomer clear coating. Signs shall be ultraviolet, scratch and water resistant. Sign shall be hemmed using weighted belts and shall have silver-colored grommets every foot around the edge on all four sides, 1/2" from the edge.
4. Signs shall be installed on plywood construction fences, chain link fences or on wooden stanchions, or as directed by the Engineer. Signs shall be stretched flat and secured tightly during installation.
5. Signs shall be installed in a highly visible location and moved as appropriate or as directed by the Engineer.

## (B) TYPE B - SMALL FORMAT SUPPLEMENTAL CONSTRUCTION SIGN

1. DDC will provide the Contractor with complete, print-ready design and content on a compact disc in Adobe Illustrator file format.
2. Signs shall be 31" x 31".
3. Signs shall be digitally printed in color on 10 mm thick photo paper and shall be encapsulated on both sides with a 3 mm thick heat activated laminate. The laminate shall be a clear polyester film with coextruded heat activated copolymers and shall be ultraviolet, scratch and water resistant. The encapsulation shall leave a 1/4" border around the digital print and shall have a silver colored grommet in each corner.
4. Signs shall be installed in a highly visible location and move as appropriate or as directed by the Engineer. Signs shall be installed by securely tying the corners to pedestrian fencing with 8" white plastic zip ties.

7.28S.4. Measurement. The quantity to be measured for payment shall be the number of Project Information/Groundbreaking Signs, of each type, actually installed at the site to the satisfaction of the Engineer.

7.28S.5. Prices to Cover. The contract price bid per each type sign shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work; all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:


Item No.	Description	Pay Unit
7.28 SA	PROJECT INFORMATION/GROUNDBREAKING SIGNS, TYPE A (LARGE FORMAT)	EACH
7.28 SB	PROJECT INFORMATION/GROUNDBREAKING SIGNS, TYPE B (SMALL FORMAT)	EACH

# What's Going On Here?

Lower Manhattan is undergoing a major transformation. The area is being redeveloped to create a vibrant, modern neighborhood. The project includes the construction of new buildings, streets, and infrastructure. The area is being transformed into a world-class destination.

By the Chambers Street project, we are building the infrastructure for the future. The project is a major investment in the area's future. The project is a major investment in the area's future.

Work is expected to be completed by Spring 2006.



[www.LowerManhattan.info](http://www.LowerManhattan.info)

SECTION 8.02 J  
Special Modification of Work Methods  
for Installation of New Curb and Sidewalks

8.02J.1. Description. Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of N.Y.C. Transit Authority (T.A.) facilities, trees, under-sidewalk building vaults, and private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other contract items. Private Utility Facilities to be maintained, protected and accommodate under this Section shall consist of Con Edison Co., Empire City Subway, Ltd. and Time Warner, but not cost-sharing Gas. The zone of protection shall define an area of curb and sidewalk where: work is within three (3') feet of T.A. facilities or under-sidewalk building vault facilities; work is within the area of private Utility Facilities, as shown on the Special Care Excavation Plan, where utilities are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk; and/or, work is within the vicinity of existing tree roots. Work in the vicinity of tree roots shall be as directed by the Engineer, in consultation with the Tree Consultant, for a minimum length of five (5') feet on each side of a tree's centerline.

This section is not intended to cover sidewalk replacement of monolithic vault roof/sidewalk slabs where there is no separation between the vault roof and sidewalk slabs.

8.02J.2. Materials. - Not applicable.

8.02J.3. Method of Operation/Construction: Once clearances have been verified by available records, and/or information obtained from test pits (excavated under other contract items), to the satisfaction of the Engineer in consultation with the Transit Authority/facility operator(s)/Tree Consultant, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the Engineer in consultation with the appropriate Transit Authority, facility operator, or Tree Consultant: for protection and accommodation of existing street trees where work is within the vicinity of existing tree roots, as directed by the Tree Consultant, for a minimum length of five (5') feet on each side of a tree's centerline; within three (3') feet in any direction of T.A. facilities or under-sidewalk building vault; and, for private Utility Facilities shown on the Contract Drawings, where Utility Facilities are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk. The work shall incorporate, but not be limited by, the following restrictions:

1) Removal of Existing Curb and Sidewalk. Removal of existing curb and sidewalk material shall be performed by sawcutting of curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only, working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the Engineer in consultation with the facility operator(s)/Tree Consultant.

No removal work will be allowed adjacent to existing trees without the Tree Consultant personally witnessing and directing the work. Every reasonable effort shall be taken so as not to cut or damage tree roots, particularly the thick anchor roots, during removal work. Exposed tree roots shall be covered and protected with clean damp topsoil and/or wet burlap, as approved by the Tree Consultant, immediately after exposure to keep the roots from drying out. Topsoil or burlap shall be kept damp with applications of water, as directed by the Engineer and/or the Tree Consultant. Any fill or backfill placed within the immediate vicinity of existing tree root zones shall be hand firmed only. No separate payment will be made for any topsoil or burlap used to cover and protect tree roots.

2) Preparation & Installation of New Curb and Temporary & New Sidewalk. Backfilling, filling, grading of subbase, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will ensure the integrity of the N.Y.C. Transit Authority, under-sidewalk building vaults, private Utility Facilities, existing street trees, and at the same time meet all requirements for this work as specified in other sections of this contract.

3) Compaction. The Contractor shall compact all subgrade and new subbase materials in areas designated as being within the specified zones of protection by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of the N.Y.C. Transit Authority, private Utility Facilities, under-sidewalk building vaults, and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Specifications.

Around trees, the Contractor shall avoid soil compaction caused by the operation of heavy equipment within the root zone area. Also,



the stock-piling of materials and debris in the vicinity of trees, as determined by the Tree Consultant, will not be permitted.

4) Powered Excavating Equipment Limitations. The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection as shown on the Contract Drawings, closer than 3 feet in any direction from N.Y.C. Transit Authority facilities and/or under-sidewalk building vaults, or within the vicinity of tree roots as directed by the Tree Consultant. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

#### 8.02J.4. Method of Measurement.

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be equal to the number of square feet (S.F.) of new sidewalk actually installed under other contract items within the zone of protection area.

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (L.F.) of new curb actually installed under other contract items within the zone of protection area.

For payment purposes, the horizontal limits for a zone of protection area shall be defined, for the purpose of this section, as: the area designated on the Contract Drawings or an area equal to the length of the designated facility multiplied by its width plus three feet on either side; or, the area within the vicinity of existing tree roots as directed by the Tree Consultant for a minimum length of five (5') feet on each side of a tree's centerline. Where overlapping of the zones occur due to multiple facilities and trees, the area will be modified to one zone measured from the outside limits. Where the zone of protection area falls beyond the curb line the outside boundary shall be the curb line.

#### 8.02J.5. Prices to Cover.

A. ITEM 8.02 JA. The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, and incidentals required for excavation and disposal of pavement, base and all other material to new subgrade within and adjacent to zone of protection areas; sawcutting, grading, preparation of subgrades,

backfilling, and compaction within zone of protection areas; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer in consultation with the facility operator(s)/Tree Consultant. The price bid shall further include the cost of maintaining, protecting, and accommodating the integrity of existing Transit Authority facilities, private Utility Facilities, and existing street trees during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the Contract Drawings or as directed by the Engineer in consultation with the NYC Transit Authority/facility operator(s)/Tree Consultant.

B. ITEM 8.02 JB. The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer in consultation with the NYC Transit Authority/facility operator/Tree Consultant.

Payment for all work specified herein for Item 8.02 JA and for Item 8.02 JB shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. In addition, work under these items shall not be paid in combination with other utility or facility accommodation items.

Payment will be made under:

Item No.	Description	Pay Unit
8.02 JA	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.
8.02 JB	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.

SECTION 9.06 HW  
Allowance for Decorative Mesh Fabric

9.06HW.1. DESCRIPTION. Under this Section, the Contractor will be paid to furnish and install panels of breathable mesh fabric upon which art work is printed in a maximum of 4-colors, as directed by the Engineer. Each panel shall also contain metal grommets installed at a 1' maximum spacing around the perimeter of the fabric for mounting on the Lighted Timber Fencing for use in Lower Manhattan Project (Item No. 6.28 ME), unless an alternate method of mounting the fabric is proposed by the Contractor and approved by the Engineer. All art work to be printed on the fabric will be provided to the Contractor by the City.

At the completion of the work the panels shall remain the property of the City and shall be delivered to the Engineer, unless otherwise directed.

The lump sum payment made under this item shall be equal to the sum total of all invoices submitted by the Contractor, as approved by the Engineer, for furnishing and installing decorative mesh fabric materials, to the satisfaction of the Engineer, plus an allowance of 10% overhead and 10% profit.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and shall not be varied in the bid. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the bid solely to insure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed amount. This "fixed sum" amount shall be included with the other amounts bid by the Contractor for all the other items under this contract.

The unit price shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
9.06 HW	ALLOWANCE FOR DECORATIVE MESH FABRIC	F.S.

## SECTION HW-900H

## Allowance for City Work Acceleration

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Assistant Commissioner of Construction to accelerate the City work items in the project, which may include premium time for working during non-scheduled work hours and use of additional equipment. The Contractor will also be paid for accelerated City work deemed necessary by DDC's Assistant Commissioner of Construction for temporary restoration of the streets and sidewalks and subsequent removal thereof for City work, if required, due to Special Unscheduled Event periods. Such accelerated City work shall be paid for under this item in accordance with the requirements of Article 26 in the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Assistant Commissioner of Construction.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Assistant Commissioner of Construction.

*Payment will be made under:*

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

SECTION NYCT - 7A  
Membrane Waterproofing

**1.0. GENERAL REQUIREMENTS**

**1.1. Scope Of Work.**

- a. The Contractor shall furnish all labor, materials, tools and equipment, and perform all operations necessary for Membrane Waterproofing Work as indicated on the Contract Drawings and as specified herein.

**1.2. Description.**

- a. Membrane Waterproofing, except as otherwise specified herein, shall consist of a membrane of minimum three layers of treated fiberglass fabric mopped with asphalt, applied to the structure as indicated on the Contract Drawings. Where required free drainage shall be provided by pipe drains, hollow tile, or broken stone.

**1.3. Applicable Codes, Standards And Specifications.**

- a. Department of the Army, Corps of Engineers Guide Specification for Military Construction CEGS-07112/1985-Bituminous Waterproofing.
- b. American Concrete Institute, ACI 515.1R-79 (Revised 1985) - A Guide to the Use of Waterproofing, Dampproofing, Protective, and Decorative Barrier Systems for Concrete.
- c. Department of the Navy, Naval Facilities Engineering Command, Construction Engineering Handbook NAVFACP-455, Book 7 Moisture Protection.
- d. ASTM D1668: Standard Specification for Glass Fabrics (Woven and Treated) for Roofing and Waterproofing.
- e. ASTM 5035: Standard Test Methods For Breaking Force And Elongation Of Textile Fabrics.
- f. ASTM D41: Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing.
- g. ASTM D449: Standard Specification for Asphalt Used in Dampproofing and Waterproofing.
- h. The N.R.C.A. Waterproofing Manual.
- i. ASTM D6506: Standard Specification for Asphalt Based Protection Board For Below-Grade Waterproofing.

**1.4. Certification of Compliance.**

- a. The Contractor shall obtain certification of compliance with specification requirements prior to delivery and installation.

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NYC TRANSIT SPECIFICATIONS

SECTION NYCT - 7A, Membrane Waterproofing

**1.5. Competent Workmen.**

- a. The Contractor will be required to demonstrate that he has the necessary skill and experience required to perform Work of this nature. Only competent persons, skilled in this kind of Work shall be employed to apply the asphaltic compound.

**1.6. Safety Precautions.**

- a. The Contractor shall control workmen exposure to asphalt fumes in the Work Site by adhering to the recommendations developed by the National Institute for Occupational Safety and Health (NIOSH) and outlined in the Publication "A Recommended Standard For Occupational Exposure to Asphalt Fumes."

**1.7. Schedule Of Operations.**

- a. The Contractor shall maintain for the inspection of the Engineer the schedule of operations.

**1.8. Applicable VOC Regulations.**

- a. All Waterproofing materials including primer shall be in compliance with applicable Federal, State and Local VOC regulations.

**1.9. Limitation.**

- a. Waterproofing Membrane shall not be used where soil is contaminated with oil.

**1.10. Manufacturer's Instructions.**

- a. The Contractor shall maintain the copy of manufacturer's installation instructions for the inspection of the Engineer, prior to delivery of materials to the Site.

**1.11. Definition of Ply.**

- a. Except as otherwise specifically provided in Paragraph 3.1, the term "ply" as used in this section shall mean a layer of treated fiberglass fabric, both sides of which shall be coated with asphalt at the time of laying as specified herein.

**1.12. Number of Plies.**

- a. The number of plies of Membrane Waterproofing shall be as indicated on the Contract Drawings.

**1.13. Submittals.**

- a. The submittals required for the Engineer's/Designer's approval shall be as set forth in the Specifications and may also be indicated in the submittal table at the end of this section for the Contractor's convenience. Other items and/or submittals required to indicate conformance with the Contract Documents shall be available for Engineer's inspection.

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**NYC TRANSIT SPECIFICATIONS**

**SECTION NYCT - 7A, Membrane Waterproofing**

## **2.0. MATERIALS.**

### **2.1. General.**

- a. Materials shall be delivered to the Site in the manufacturer's sealed containers, marked with the manufacturer's name and brand indicating the grade and quality of the materials.
  1. Materials showing evidence of damage, deterioration, or having been opened will be rejected.
- b. Rejected materials shall be removed from the Site before the application of Membrane Waterproofing is started.
- c. Materials shall be stored so that they will not be subject to physical damage or contamination. These materials shall be protected from oils, greases, waxes and solvents.

### **2.2. Material Properties.**

#### **2.2.1. Fabric Requirements.**

- a. The fabric to be used shall be a fiberglass asphalt treated fabric conforming to ASTM D1668, Type I which shall have been treated before being brought to the Site. The untreated fabric shall weigh not less than 1.4 ounces per square yard, which when treated shall weigh not less than 2.0 ounces per square yard. The thread count shall be between 20 and 24 per linear inch in each direction. The strength of the fabric shall not be less than 75 pounds in either direction by the Strip Method (ASTM D5035).

The material used in treating the fabric shall have the same general characteristics as that used in cementing the layers on the work. The melting point of the asphalt used for treating fabric shall be between 135 degrees and 170 degrees Fahrenheit.

#### **2.2.2. Asphalt Primer Requirements**

- a. The waterproofing system shall be used with a cold applied primer conforming to ASTM D41.

#### **2.2.3. Asphalt Requirements.**

- a. Asphalt for subway waterproofing shall consist of fluxed natural asphalt, or asphalt prepared by the careful steam distillation of asphaltic petroleum, or by the careful steam distillation and air-blowing of asphaltic petroleum conforming to ASTM D449. The samples of asphalt, the materials used in its preparation, and the documents related to the method of manufacture shall be maintained for the inspection of the Engineer. The asphalt shall comply with the following requirements:

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NYC TRANSIT SPECIFICATIONS

SECTION NYCT - 7A, Membrane Waterproofing

1. The melting point of fluxed natural asphalt shall be between 115 degrees and 140 degrees Fahrenheit, as determined by the Ring and Ball method. The melting point of steam distilled asphalt shall be between 125 degrees and 140 degrees Fahrenheit as determined by the Ring and Ball method. The melting point of steam-distilled and airblown asphalt shall be between 125 and 140 degrees Fahrenheit as determined by the Ring and Ball method.
2. The consistency of the asphalt shall be determined by the penetration, which shall be between 50 and 100 at 77 degrees Fahrenheit, and not less than 5 at 32 degrees Fahrenheit. Penetration shall be the depth of penetration in hundredths of a centimeter of a No. 2 cambric needle. At 77 degrees Fahrenheit, the needle shall be weighted to 100 grams and shall act for 5 seconds. At 32 degrees Fahrenheit the needle shall be weighted to 200 grams and shall act for one minute.
3. A briquette of the asphalt of cross-section of one square centimeter shall have ductility of not less than 30 centimeters at 77 degrees Fahrenheit, the material being elongated at the rate of 5 centimeters per minute. (Dow moulds).
4. The specific gravity of the asphalt shall be not less than 1.00 at 77 degrees Fahrenheit.
5. Fluxed natural asphalt shall be not less than ninety-five percent soluble in cold carbon disulphide. Steam-distilled asphalt shall be not less than 99 percent soluble in cold carbon disulphide. Steam-distilled and airblown asphalt shall be not less than 99 percent soluble in cold carbon disulphide.
6. When a fifty gram sample of the asphalt is heated for 5 hours at a temperature of 325 degrees Fahrenheit in a tin box approximately 2-3/16 inches in diameter it shall not lose over one percent by weight.
7. The penetration of the residue of the asphalt at 77 degrees Fahrenheit after heating as specified in the preceding paragraph shall be not less than 60 percent of the original penetration.
8. Temperature of asphalt at time of application shall be in accordance with the manufacturer's recommendations.

#### **2.2.4. Waterproofing Protection Board.**

- a. Waterproofing protection shall be 1/4 inch thick asphalt-impregnated glass fiber rigid board.

#### **2.2.5. Asphalt Mastic Waterproofing.**

- a. Where indicated on the Contract Drawings, asphalt mastic of the quality specified in Paragraph 2.2.3 ASPHALT REQUIREMENTS shall be used.



### 3.0. CONSTRUCTION METHODS.

#### 3.1. Preparation Of Surface.

- a. The asphalt primer shall be applied to a dry substrate and in no case shall it be applied until at least 7 days after concrete placement, or longer if so recommended by the manufacturer.
- b. The membrane shall be applied when the weather is dry and the temperature in the shade is above 40 degrees F (degrees C).
- c. The substrate shall be free of dust, oil, grease and loose, weak and unsound materials. In order to insure a suitable surface, one of the following blast cleaning methods shall be used:
  1. dry sandblasting
  2. wet sandblasting
  3. high-pressure water jetting
- d. All projections shall be removed and all voids made smooth by applying a bed of mortar to the existing concrete.
- e. Bevels and fillets shall be provided where surfaces intersect.

#### 3.2. Application.

##### 3.2.1. Heating.

- a. The kettles in which the asphalt is heated on the Site shall be equipped with thermometers.
- b. The asphalt shall be heated to a temperature of approximately 250 degrees Fahrenheit, but in no case shall asphalt be heated to a temperature of more than 350 degrees Fahrenheit. Asphalt heated above 350 degrees Fahrenheit shall not be used in the Work.
- c. The fuel for heating the asphalt shall be as nearly as practicable non-smoke-producing. Depending upon local conditions, portable or non-portable heating containers may be used.

##### 3.2.2. Membrane Waterproofing; How Laid.

- a. The membrane waterproofing shall not be laid unless concrete is cured for seven days. On smooth surfaces there shall be spread hot melted asphalt in a uniformly thick layer; on this layer of asphalt shall be laid a treated fiberglass fabric; this process shall be repeated until such number of layers as indicated on the Contract Drawings have been placed and a final coat of asphalt shall then be applied. Waterproofing shall not be applied if frothing or bubbling occurs when hot asphalt is applied to the surface. Flat asphalt must stick tightly to the surface.
- b. The fabric shall be rolled out into the asphalt while the asphalt is still hot, and pressed against the asphalt so as to insure the fabric being completely stuck over its entire surface and free from air pockets.

- c. To prevent cooling of the asphalt, only an area of the size to be determined by trial shall be mopped before rolling the fabric into place.
- d. Asphaltic Waterproofing shall be laid over compatible Waterproofing type. If the Waterproofing types are not compatible, metal flashing shall be used to physically separate two incompatible types.
- e. Special care shall be taken to lay Waterproofing Membrane over vertical surface during warm weather. Concrete shall be placed as soon as possible. Waterproofing which has sagged or cracked due to water build-up shall be replaced. When the structural wall or slab is placed against Waterproofing, special efforts are needed to avoid honeycomb in the concrete.

**3.2.3. Asphalt to Completely Cover Surface.**

- a. Each layer of asphalt shall completely and entirely cover the surface on which it is spread without cracks or blowholes.

**3.2.4. Joints.**

- a. Membrane waterproofing shall be so laid that at any cross-section through the fabric there shall be at least the full number of plies required. In order to insure this result there shall be an overlap of at least two inches at the ends and edges of each strip of fabric. The joints shall be staggered between plys.
- b. All joints in membrane waterproofing not laid in a continuous operation shall be lapped so as to secure a full lap of at least one foot at the ends and edges.
- c. In joining membrane waterproofing to asphaltic waterproofing in place, the surfaces of the waterproofing in place shall be cleaned and heated before joining the new waterproofing to that previously laid.

**3.2.5. Leaks to be Stopped.**

- a. Any membrane waterproofing that is found to leak at any time prior to the completion of the Work and final acceptance thereof by the NYCT shall be made watertight and any masonry, to which membrane waterproofing is not applied, that is found to leak at any time prior to the completion of the Work and final acceptance thereof shall be made watertight. In order to make the masonry watertight, portions shall be cut out and replaced if necessary, or the Contractor shall use such other means as may be required to make the masonry or membrane waterproofing watertight. In exceptional cases, leaks may be diverted or otherwise disposed of.

**3.2.6. Use of Asphalt Mastic.**

- a. Asphalt mastic shall be, poured in place, for seals between existing and new waterproofing.

### **3.2.7. Precautions After Laying Membrane Waterproofing.**

- a. When concrete is laid against the membrane waterproofing material, care shall be taken not to break, tear or injure in any way the outer surface of the asphalt. The concrete shall be placed as soon as practicable after the membrane waterproofing is laid. No loads shall be placed upon exposed membrane waterproofing and no walking over or working upon exposed membrane waterproofing will be allowed.
- b. Where membrane waterproofing is applied to concrete of inverts, said waterproofing shall be protected with a one-inch thick mortar (or pea gravel aggregate concrete) layer, which shall be placed on top of the waterproofing within 24 hours after installation of waterproofing. The mortar layer shall not be placed until waterproofing has been inspected. Mortar protection shall be omitted if a structural slab is placed within 24 hours after installation of waterproofing.
- c. Waterproofing protection board shall be placed over membrane waterproofing if indicated on the Contract Drawings. Such protection shall be placed in accordance with manufacturer's recommended procedures. Particular attention is called to the Contractor that the intent is to protect the membrane waterproofing from damage during construction and therefore, the protection must be placed immediately upon completion of the placement of membrane waterproofing and prior to subsequent work that may result in damage thereto.
  1. Waterproofing protection board shall be pressed into the final application of asphalt while the asphalt is still hot, with edges of boards brought into moderate contact and joints staggered. Waterproofing protection shall be carefully and neatly fitted around pipes and projections and shall cover the entire surface of the waterproofing.

### **3.2.8. Rehabilitation of Waterproofing.**

- a. Where protection concrete is removed from an existing structure, extreme care shall be taken to insure that the existing membrane waterproofing is protected and portions that are disturbed or damaged shall be patched and repaired by the application of asphalt, fabric or any other materials deemed necessary to restore the membrane waterproofing and provide the surface necessary for proper lapping.

## **4.0. MEASUREMENT AND PAYMENT.**

### **4.1. Payment for Membrane Waterproofing.**

- a. Payment for four (4)-ply Membrane Waterproofing will be made at the unit price bid in ITEM NYCT-7A.1, which price shall include the cost of all incidental work, labor and materials.

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NYC TRANSIT SPECIFICATIONS

SECTION NYCT - 7A, Membrane Waterproofing

- b. Measurement for Membrane Waterproofing will be made on the basis of area covered and the number of plies used with no account being taken of laps.
- c. At joints where membrane waterproofing having any number of plies is lapped over membrane waterproofing having a different number of plies, payment for membrane waterproofing over the area covered by the overlap will be made under the item for the membrane waterproofing having the greater number of plies, to which the lesser number of plies is joined. In no case will payment be made for the laps of membrane waterproofing.
- d. Payment for 6-ply Membrane Waterproofing ordered to be used when severe water conditions are encountered will be made at 150 per cent of the price stipulated in the BID SCHEDULE for 4-ply membrane waterproofing.
- e. Mortar protection layer and protective concrete for membrane waterproofing in place, as required in Paragraph 3.2.7, precaution after laying membrane waterproofing, will be paid for under ITEM NYCT-3A.1, which unit price shall include the cost of all work, labor and materials necessary therefore or incidental thereto.

#### 4.2. Payment for Waterproofing Protection Board.

- a. Payment for Waterproofing Protection Board, complete, in place will be paid for at the unit price bid in ITEM NYCT-7A.2, which price shall include the cost of all incidental work, labor and material.
- b. Measurement for Waterproofing Protection Board shall be made on the basis of area covered as indicated in the Contract Drawings with no account being taken of laps.

#### Submittal Approvals

Item No.	Paragraph No.	Submittal	Approval By (Engineer or Designer)
1		NONE	

#### Notes:

- 1. This table does not include approvals for "or equivalent" proposals. Approvals for "or equivalent" proposals are covered in Information For Bidders, Paragraph 9 and Specification Section 1B, Paragraph 1.38.

**SECTION SL-ADNY-P****FURNISH AND INSTALL TYPE "P" PEDESTRIAN POLE,  
LUMINAIRE WITH TWO (2) 150 WATT ICETRON  
LAMPS, BALLAST FOR 120 V/60 HZ, AND P.E.C.****1. GENERAL:**

- a) The work shall conform to, in order of procedure, The New York City and the National Electrical Codes and shall be performed by NYC Licensed Electrician.
- b) The Contractor is advised that when purchasing this product, he will be required to comply with the "BUY AMERICA" provisions of Attachment E in Addendum No. 2.
- c) The specifications and sketches are intended to serve jointly as a basis upon which the Contractor shall submit a contract price for the material and labor provisions.
- d) When conflicts occur in the specifications or on the drawings/sketches or between either, the items of greater quantity or higher costs shall be provided.
- e) The Contractor shall provide all items of labor or materials not specifically indicated, but required to complete the intended installations.
- f) The Contractor shall coordinate his work or adjust same in order that conflicts in space locations do not occur.
- g) The work under this contract shall be performed simultaneously with work of other trades, so as not to delay progress of work.
- h) This Contractor shall be responsible for work under this contract, with its completion and final acceptance, and shall replace any of same which may be damaged, lost or stolen, without additional costs to the City.
- i) The Contractor, before his acceptance of the contract, shall agree to provide without additional charge any work deemed necessary by the utility. However, the utility service hookup to the street light will be done by the utility company and paid for directly by the City, at no cost to the Contractor.

**2. SCOPE: Unless otherwise provided for, the work shall include:**

- Removal of existing park type lampposts. .
- Furnishing and installing 12 ft. "P600" Series Lampposts with "F165" Series Luminaires as per New York City Department of Transportation, Street Lighting Division, standard drawing no. 5316.
- Unless otherwise directed by the Engineer, existing footings, conduit and wires shall not be removed. Contractor shall ensure that the bolt circle on existing footing fits the "P600" Series Lampposts.
- In case of any bolt circle mismatch, the Contractor shall cut existing bolts and install new bolts to fit new lamppost bolt circle. Bolt specification and penetration through footing shall be given by Engineer.
- Contractor shall furnish four (4) spare luminaires to the Engineer. No direct payment will be made for furnishing the spare luminaires, the cost shall be deemed included in the price bid for each lamppost.

### 3. MATERIALS AND METHODS:

- (A) Alliance for Downtown New York – Pedestrian fixture – Type P. The F165 "Polaris" Series luminaire shall consist of a cast aluminum hood assembly, a UV stabilizer tubular acrylic diffuser, and internal louver stack, SYLVANIA ICETORON® lamp and QUICKTRONIC ballast system rated TYPE 1 – Outdoor ballast and a mechanically fastened slip fitter (capital). The lamp shall be mounted on a spring-loaded rack system to allow lamp replacement as a whole unit.

The complete luminaire designated Type P shall be as pre-approved by the New York City Department of Transportation, Street Lighting Division, Standard Drawing No. 5316. The tubular fixture housing shall operate two 150 Watt Osram "Icetron" lamps from a 120v, 60 hertz power source. The matching Osram ballast system shall be capable of starting and operating the specified lamp(s) within the internal heat limits specified by the lamp manufacturer. The luminaire shall contain two completely pre-wired integral electronic ballasts and an optical assembly that shall provide a Type VIES Distribution. Labeling shall be in accordance with NYCDOT standards. The luminaire assembly shall be UL certified.

The luminaire shall include a precision cast aluminum top housing and fitter per the design drawings to limit the internal heat to within the lamp manufacturer's critical specifications. The clear high temperature VR acrylic lens shall be fully gasketed. The housing shall have a gray paint finish as specified below. The unit shall have a 7" pipe slip fitter with four set screws. The fixture shall fit on the matching cast iron Type P pole. The luminaire shall include two cast ballast compartments access doors.

The luminaire shall include a Tork 3100 button type photocell mounted flush in the ballast compartment doors. The PEC shall will Turn on at 2 fc and Turn off at 1 fc in conformance with NYC DOT standard specifications.

All exposed hardware shall be tamper resistant Tork type. All screws and fasteners shall be stainless steel.

The unit shall be furnished with matching lamp and electronic ballast systems (2) mounted within the housing and accessible through the ballast compartment doors. The lamps shall be mounted on a heat sinking harp assembly. The harp assembly shall be mounted via spring loaded quick release mechanism. The ballasts a photocell shall be pre-wired and easily replaced through the use of clearly labeled terminal strips.

The luminaire shall be designed to dissipate internal heat buildup regardless of the ambient temperature to be in full compliance with the lamp-ballast specifications such that the lamp manufacture will provide a warranty of the average lamp life within this luminaire as specified by the lamp manufacturers. Lamp manufacture shall submit written approval of the fixture thermodynamic design and warranty of anticipated average lamp life.

The ballast shall reliably start and operate the lamp in ambient temperatures down to -20 degrees F.

The optical assembly shall contain a series of precision-formed aluminum reflector/louvers with a chemically bonded non-breakable, corrosion resistant optical surface. Sandblasting shall internally frost the acrylic lens. Samples of the level of sandblasted diffusion shall be submitted for review and approval.

The optical assembly shall have heat resistant elastomer gasket to exclude particulate contamination when the optical enclosure is closed.

The fixture shall be factory finished and painted as specified on the attached drawings.

Fixtures shall slip fit into a 7-1/8" inside diameter pole shaft or tenon.

- (B) Alliance for Downtown New York – Pedestrian Pole – Type P. The complete pedestrian/street lighting pole designated type P shall be provided specifically for the luminaire also labeled Type P. The pole shall be as per New York City Department of Transportation, Street Lighting Division, standard drawing no. 5316. The pole shall be manufactured of ISO 450-10 ductile cast iron. It shall be a one-piece tapered unit, which is octagonal at the base and tapers to a round shape per the drawings.

The base shall contain three anchor bolts equally spaced on a 10" bolt circle. The 3 – 3/4" anchor bolts shall accessible from the exterior of the pole. The anchor bolts shall be protected by a two-part cast aluminum shell, which is minimally 3/16" thick and is anchored in place with concealed tamperproof stainless steel fasteners.

Anchor bolts shall meet ASTM standard A307-65 Grade A and the NYCDOT standard specifications. The pole manufacturer shall provide calculations relative to the structural characteristics of the pole for approval. The pole shall meet all applicable AASTHO standards.

The manufacturer shall provide a modified fitter for mounting a single traffic signal on a P pole and shall provide custom brackets for mounting traffic signal and fire alarm control boxes at the specified heights.

The pole shall be factory finished and painted in two colors as specified on the attached drawings.

The base shall have a cast ductile iron access door as shown on the drawings. The door shall have concealed hinges, which can be replaced in the field if damaged. The non-removable door shall be held shut by recessed Torx type fasteners, which are captive in the hinged door.

The fixture shall be furnished with a Burndy K2C grounding lug for #6 AWG per the NYCDOT grounding methods standard specification, mounted on the interior.

1. **SUBMITTAL OF SHOP DRAWINGS:** The Contractor shall submit for the Engineer's approval, in consultation with NYCDOT Street Lighting, six (6) copies of shop drawings, catalog cuts or brochures of the following equipment:

- a) Lamppost
- b) Luminaries
- c) Anchor bolts (foundation).

5. **MEASUREMENT & PAYMENT:** The quantity of TYPE "P" PEDESTRIAN POLE, LUMINAIRE WITH TWO (2) 150 WATT ICETRON LAMPS, BALLAST FOR 120 V/60 HZ, AND P.E.C. to be paid for under this Item shall be the number of new lampposts under this item that are actually installed, in accordance with the plans and specifications, to the satisfaction of the Engineer.

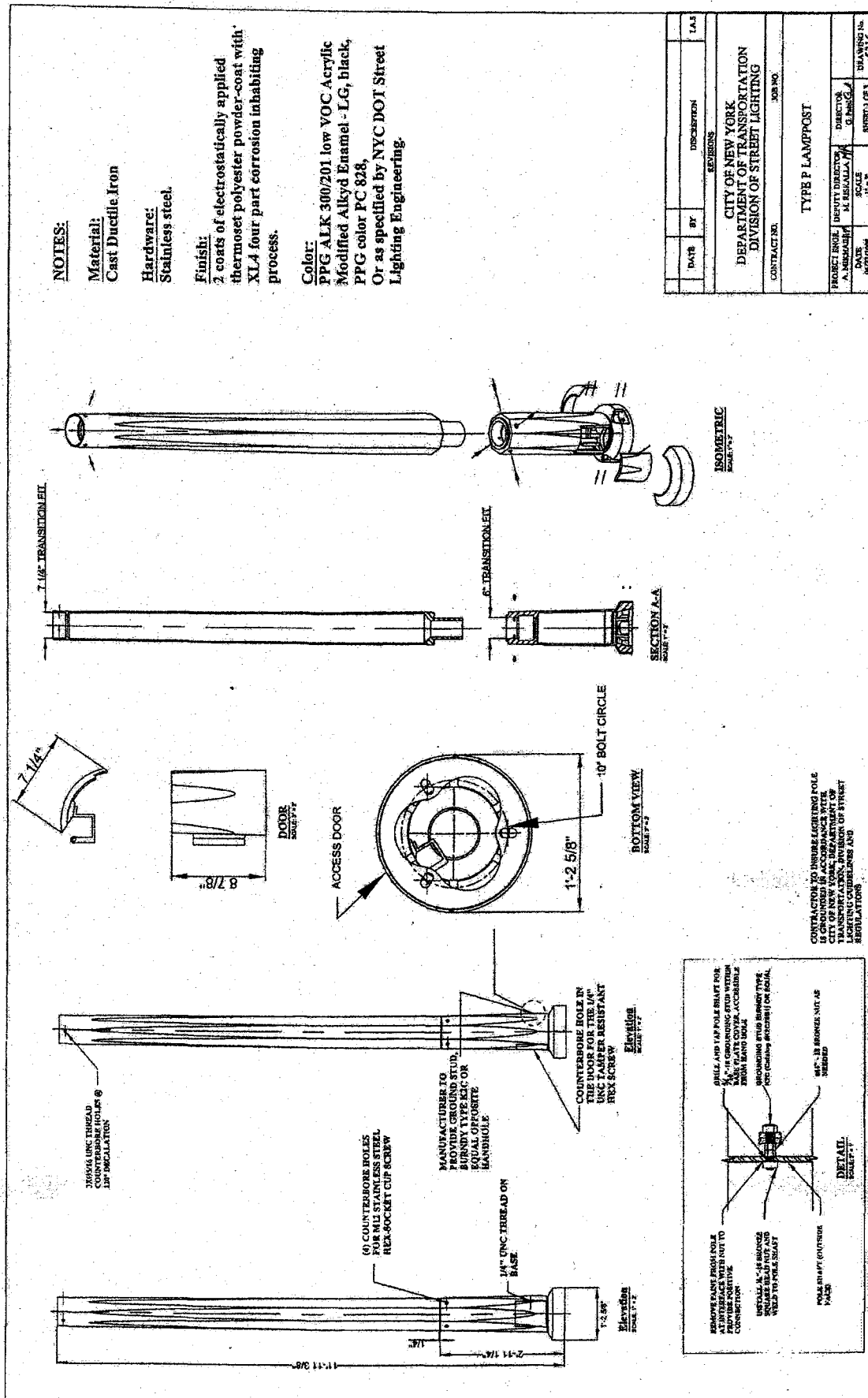
The price bid shall be a unit price per **EACH** and shall include the furnishing of all labor, materials, equipment, insurance, and incidental expenses necessary and required to furnish and install new lampposts with connections and other items necessary or required to complete the work, all in accordance with the plans, specifications, and as directed by the Engineer.

Not to be included under this item are the costs of removing existing foundations and furnishing and installing new foundations which will be paid for under Items Nos. SL-20.08.01, and SL-20.01.05, as appropriate.

*Payment will be made under:*

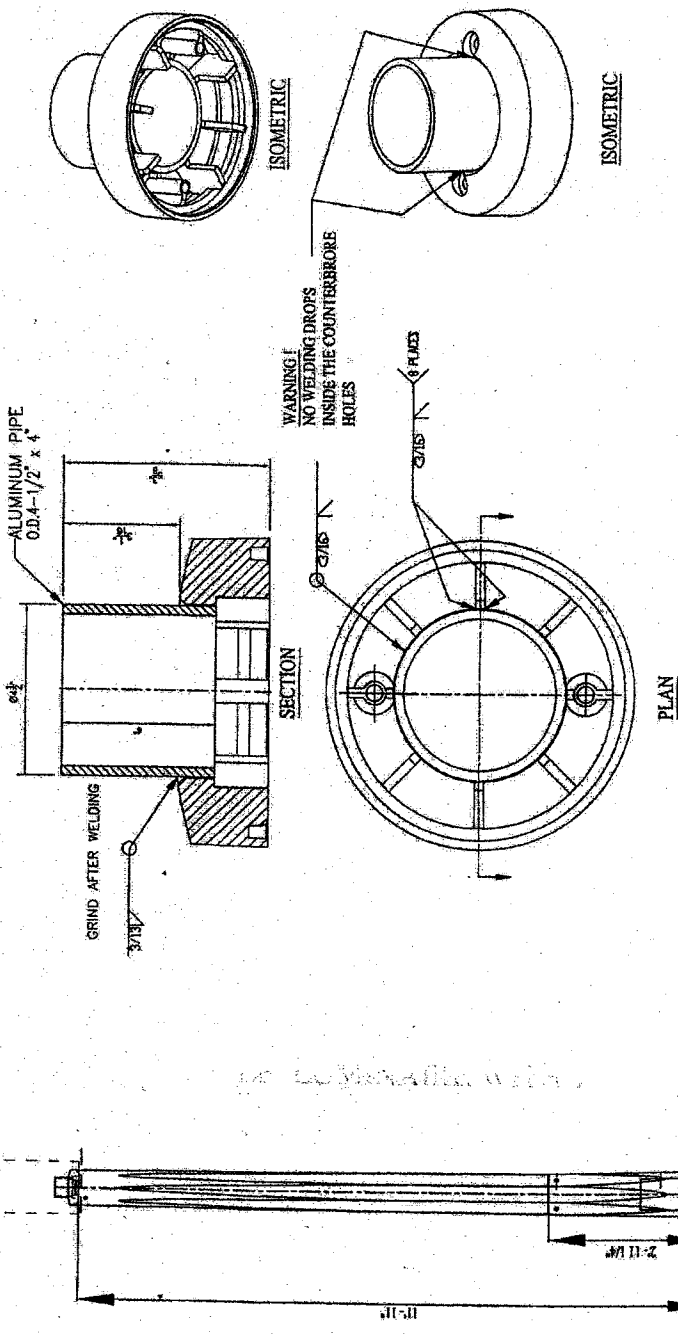
Item No.	Description	Pay Unit
SL-ADNY-P	FURNISH AND INSTALL TYPE "P" PEDESTRIAN POLE, LUMINAIRE WITH TWO (2) 150 WATT ICETRON LAMPS, BALLAST FOR 120 V/60 HZ, AND P.E.C.	EACH





NOTES:

- Material:  
Cast Ductile Iron
- Hardware:  
Stainless steel.
- Finish:  
2 coats of electrostatically applied thermoset polyester powder-coat with XL4 four part corrosion inhibiting process.
- Color:  
PPG ALK 300/201 low VOC Acrylic Modified Alkyd Enamel - LG; black, PPG color PC 828  
Or, as specified by NYC DOT Street Lighting Engineering.



DATE	BY	DESCRIPTION	1A.8
		REVISIONS	
CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION DIVISION OF STREET LIGHTING			
CONTRACT NO.		JOB NO.	
TYPE P LAMPOST- TRAFFIC SIGNAL			
PROJECT ENCL. DEPUTY DIRECTOR	DIRECTOR		
A. MERRILL	G. MERRILL		
DATE	SCALE	SHEET NO.	DRAWING NO.
04/22/2008	N.T.S.	11.5	5116

**NOTES:**

**Ballast Compartment and Cap Material:**  
Made of cast aluminum (356 alloy) tempcoed to a T6 condition. The casting shall be of uniform wall thickness with no warping or mold shifting and shall be formed true to the original pattern with complete details.

**Reflector Material:**  
Stacked injection molded acrylic multi-prism rings individually gasketed.

**Diffuser Material:**  
1/8" milk-white acrylic.

**Hardware:**  
Stainless steel.

**Ballasts:**

(2) 150 Watt Electron Quickronic Ballasts (Q11X150 ICE/UNV-7)  
Voltage: 120V-277V Universal.

**Lamp Leads:**  
Sylvania Isotron 2P connectors, as provided with lamp.

**Fuses:**  
Standard in-line fuse (120V).

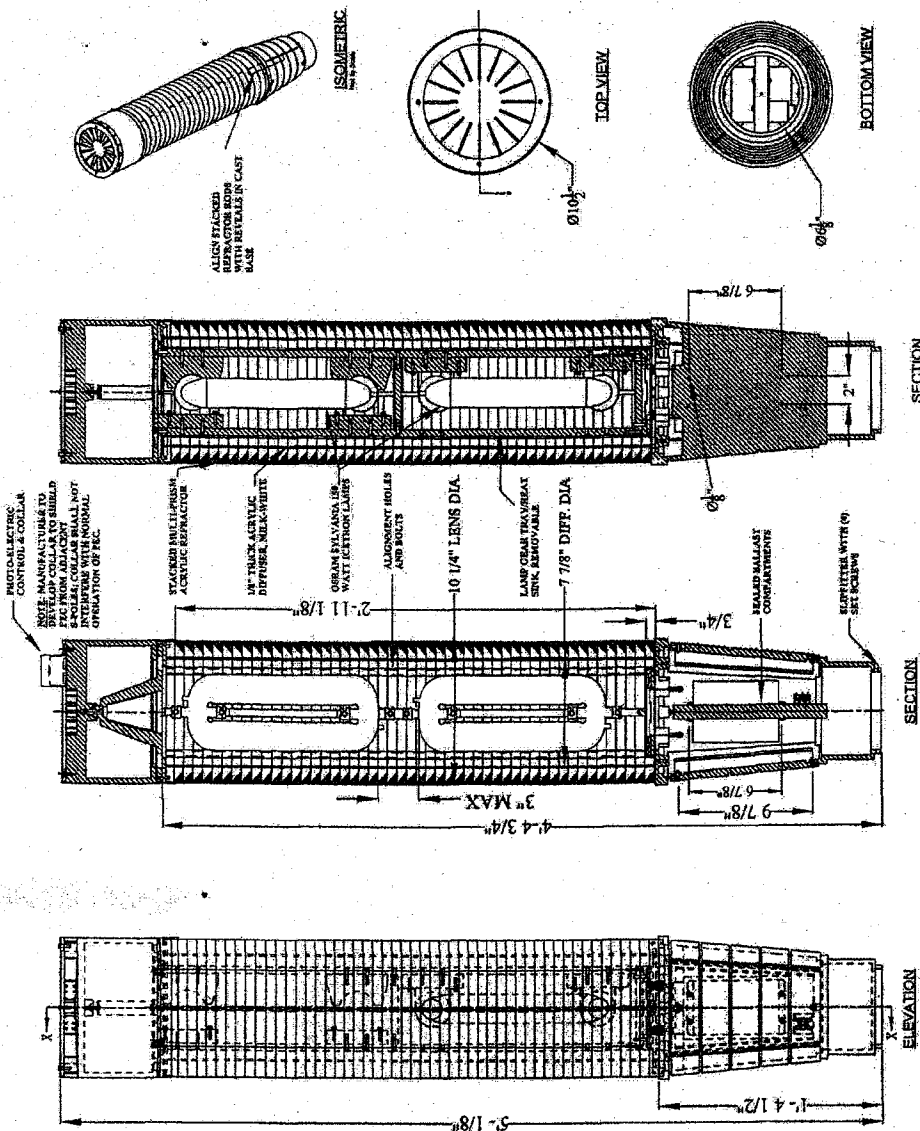
**Lamps:**  
(2) 150 watt Osram Sylvania Isotron.

**Light Distribution:**  
IES Type IV

**Photo Controls:**  
Twist-lock type receptacle with a 15-minute delay timer. (Patented by others)

**Finish:**  
A coat of electrochemically applied fluorocarbon polyester powder-coat with XLA four part corrosion inhibiting process.

**Color:**  
PPG ALK 300/201 low VOC Acrylic Modified Alkyd Enamel - LQ, tinted to PPG color PCU 73181.



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**SECTION SL-ADNY-S**

**FURNISH AND INSTALL TYPE "S" LAMPPPOST,  
SHAFT/ARM ASSEMBLY WITH 140 WATT COSMOPOLIS  
LAMP AND PHOTO ELECTRIC CONTROL**

**1. GENERAL:**

- a) The work shall conform to in order of procedure, The New York City and the National Electrical Codes and shall be performed by NYC Licensed Electrician.
- b) The Contractor is advised that when purchasing this product, he will be required to comply with the "BUY AMERICA" provisions of Attachment E in Addendum No. 2.
- c) The specifications and sketches are intended to serve jointly as a basis upon which the Contractor shall submit a contract price for the material and labor provisions.
- d) When conflicts occur in the specifications or on the drawings/sketches or between either, the items of greater quantity or higher costs shall be provided.
- e) The Contractor shall provide all items of labor or materials not specifically indicated, but required to complete the intended installations.
- f) The Contractor shall coordinate his work or adjust same in order that conflicts in space locations do not occur.
- g) The work under this contract shall be performed simultaneously with work of other trades, so as not to delay progress of work.
- h) This Contractor shall be responsible for work under this contract, with its completion and final acceptance and shall replace any of same which may be damaged, lost or stolen, without additional costs to the City.
- i) The Contractor shall before his acceptance of the contract, agrees to provide without additional charge, any work deemed necessary by the utility. However, the utility service hookup to the street light will be done by the utility company and paid for directly by the City, at no cost to the Contractor.

**2. SCOPE: Unless otherwise provided for, the work shall include:**

- Removal of existing street type lampposts.
- Furnishing and installing "P620" Series Lampposts with "F210" Series Luminaires as per New York City Department of Transportation, Street Lighting Division, standard drawing no. 5317.
- Existing footings shall be removed and replaced with new anchor bolt foundation. Contractor shall ensure that the bolt circle fits the "P620" Series Lampposts.
- In case of any bolt circle mismatch, the Contractor shall cut existing bolts and install new bolts to fit new lamppost bolt circle. Bolt specification and penetration through footing shall be given by Engineer.
- Contractor shall furnish four (4) spare luminaires to the Engineer. No direct payment will be made for furnishing the spare luminaires, the cost shall be deemed included in the price bid for each lamppost.

### 3. MATERIALS AND METHODS:

- (A) Alliance for Downtown New York – Roadway fixture – Type S. The complete luminaire designated Type S-1 shall be as pre- approved by the New York City Department of Transportation, Street Lighting Division, standard drawing no. 5317. The horizontal arm mounted fixture shall operate a 140 Watt CosmoPolis lamp from a nominal 120v, 60 hertz power source and shall be capable of starting and operating the specified lamp within the limit specified by the lamp manufacturer. The luminaire shall contain completely pre-wired integral ballast and an optical assembly that shall provide a Type III IES Distribution. Labeling shall be in accordance with NYC DOT standards. The luminaire assembly shall be UL certified.

The luminaire shall include a precision cast aluminum top housing per the design drawings, hinged optical door with tempered clear glass lens. The housing shall have a gray paint finish as specified below. The unit shall have a 2" pipe slip fitter with three sets of two set screws every 120' and one hex security bolt. The fixture shall fit on the matching specified arm assembly or any NYC standard arm.

The luminaire shall include a twist lock socket with a "Ripley 6390B-NYC" with 2 fc Turn on and 1 fc Turn off, twist lock "fail-off" photocell in conformance with NYC DOT standard specifications No 500.

All hardware, screws and fasteners shall be stainless steel.

The unit shall be furnished with ballast components mounted within the housing and accessible through the hinged optical door. The ballast shall be pre-wired and easily replaced through the use of quick disconnect plugs.

The luminaire shall contain CWA type ballast in full compliance with the lamp-ballast specifications as provided by the lamp manufacturers.

The ballast shall reliably start and operate the lamp in ambient temperatures down to -20 degrees F.

The optical assembly shall contain a precision-formed aluminum reflector with a chemically bonded non- breakable, corrosion resistant optical surface. A heat/ impact resistant glass lens shall be provided.

The optical assembly shall have heat resistant elastomeric gasket to exclude particulate contamination when the optical door is closed. An activated charcoal filter shall permit passage of air for normal on/off heating and cooling cycles, filtering, and out gaseous contaminants such as hydrocarbons.

The optical assembly shall contain an adjustable mogul base socket with superior lamp gripping. The socket shall be suitable for high pulse rated lamp/ ballast systems.

The fixture shall be factory finished and painted as specified on the attached drawings.

- (B) Alliance for Downtown New York – Roadway Pole – Type S. The complete street lighting base, pole, and arm designated type S shall be provided specifically for the luminaire also labeled Type S. The pole base and arm shall be as per New York City Department of Transportation, Street Lighting Division, standard drawing no. 5317. The base shall be manufactured of ISO 450-10 spheroidal graphic or ductile cast iron ASTM A536-84 Grade 65-45-12. It shall be manufactured in 3 pieces however, the base and pole shall be factory assembled for accurate alignment. The pole shaft is a tapered steel unit, which is octagonal at the base and tapers to a round shape per the drawings. The pole shall meet the standard NYC DOT signal department specification for use as a Signal Mast arm support. The light fixture arm fits on a tenon on the top of the pole and is held in place by a custom concealed hardware. The arm is tapered steel ending in a standard 2" pipe tenon that will fit any standard NYC street light luminaire.

The cast base shall contain four anchor bolts equally spaced on a NYC standard 15" bolt circle. The 4 - 1" (1-1/4" when used for signal support) anchor bolts shall be accessible from the exterior of the pole. The anchor bolts shall be protected by a two-part cast aluminum shell, which is minimally 3/16" thick and is anchored in place with concealed tamperproof stainless steel fasteners.

The manufacturer shall provide custom brackets for mounting traffic signal and fire alarm control boxes at the specified heights per the drawings.

The anchor bolts shall meet ASTM standard A307-65 Grade A. Anchor bolts shall meet the NYC DOT standard specifications. The pole manufacturer shall provide calculations relative to the structural characteristics of the pole for approval. The pole shall meet be all applicable MSTHO standards.

The pole shall be factory finished and painted in two colors as specified on the attached drawings.

The base shall have a cast ductile iron access door as shown on the drawings. The door shall have concealed hinges, which can be replaced in the field if damaged. The non-removable door shall be held shut by recessed Tork type fasteners, which are captive in the hinged door.

The fixture shall be furnished with a Burndy K2C grounding lug for #6 AWG per the NYC DOT Street lighting grounding methods standard specification, mounted on the interior.

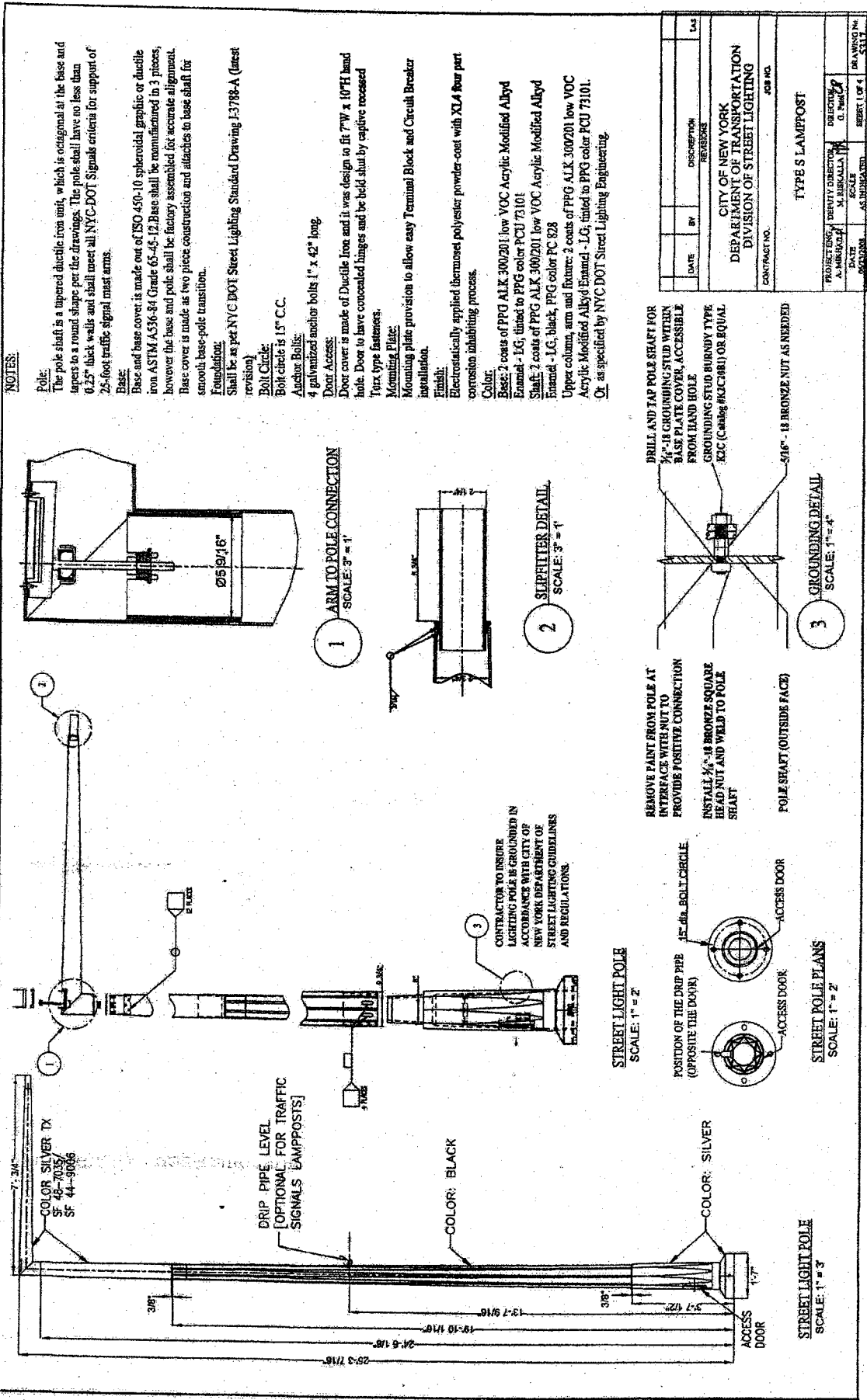
4. **SUBMITTAL OF SHOP DRAWINGS:** The Contractor shall submit for approval, six (6) copies of shop drawings, catalog cuts or brochures of the following equipment, but not limited to the following:
- a) Lamppost
  - b) Luminaries
  - c) Anchor bolts (foundation).
5. **MEASUREMENT & PAYMENT:** The quantity of TYPE "S" LAMPPOST, SHAFT/ARM ASSEMBLY WITH 140 WATT COSMOPOLIS LAMP AND PHOTO ELECTRIC CONTROL to be paid for under this Item shall be the number of new lampposts under this item that are actually installed, in accordance with the plans and specifications, to the satisfaction of the Engineer.

The price bid shall be a unit price per **EACH** and shall include the furnishing of all labor, materials, equipment and incidental expenses necessary and required to furnish and install new lampposts with connections and other items necessary or required to complete the work, all in accordance with the plans, specifications, and as directed by the Engineer.

Not to be included under this item are the costs of removing existing poles and foundations, and furnishing and installing new foundations which will be paid for under Items Nos. SL-21.09.05, SL-20.08.01, and SL-20.02.02S, as appropriate.

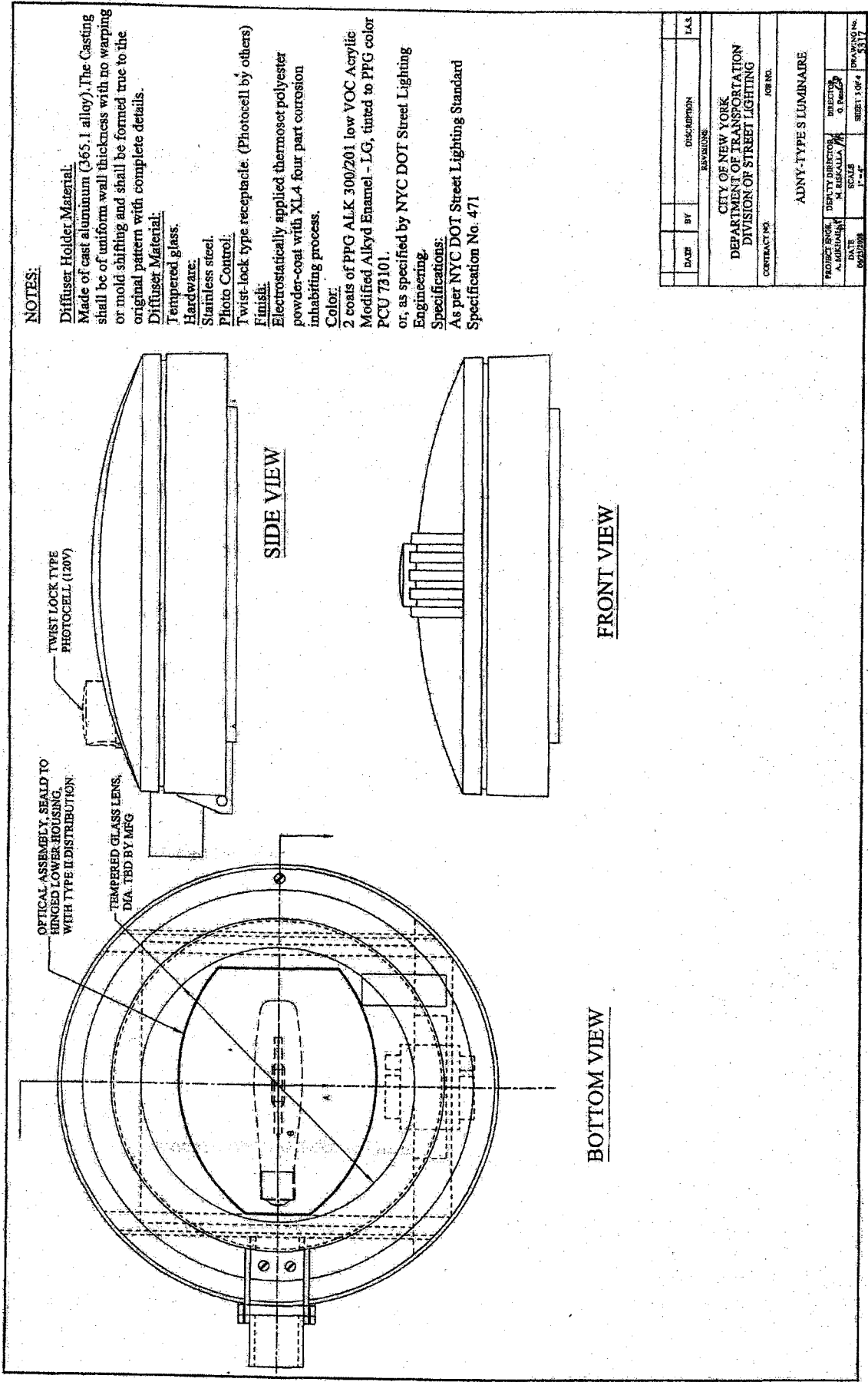
*Payment will be made under:*

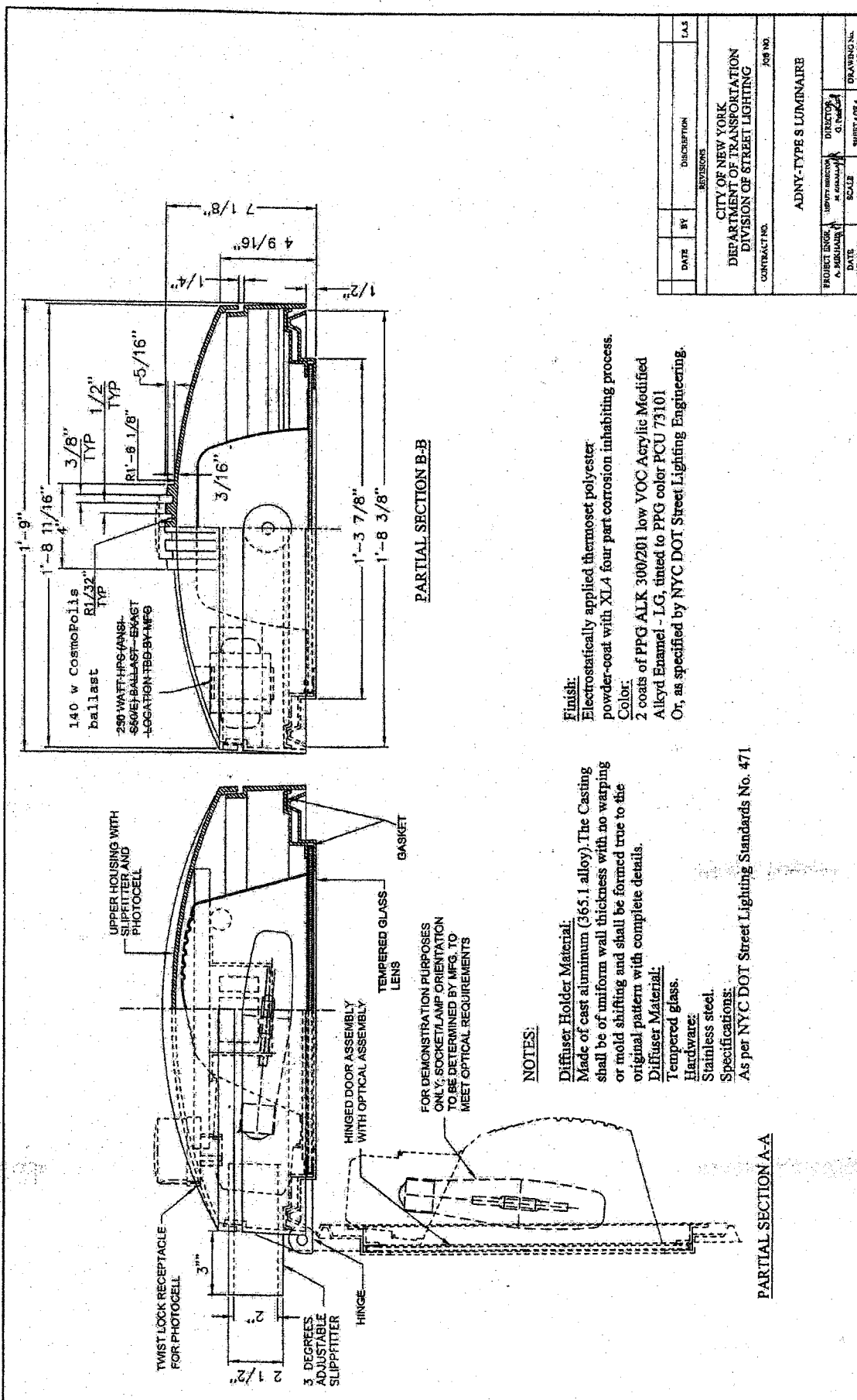
Item No.	Description	Pay Unit
SL-ADNY-SL	FURNISH AND INSTALL TYPE "S" LAMPPOST, SHAFT/ARM ASSEMBLY WITH 140 WATT COSMOPOLIS LAMP AND PHOTO ELECTRIC CONTROL	EACH

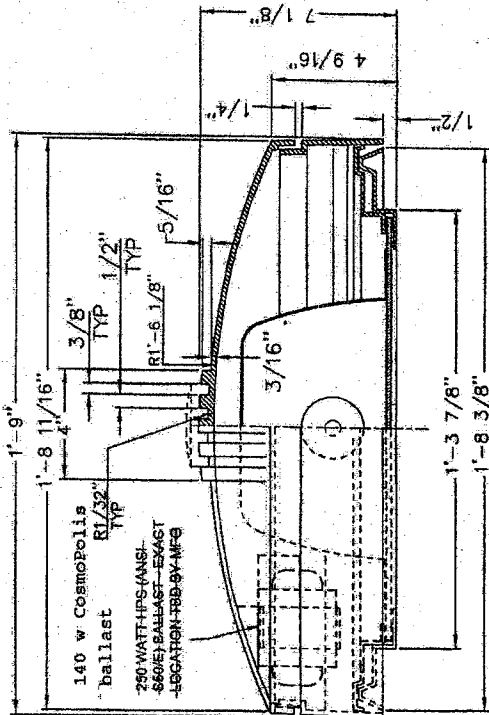








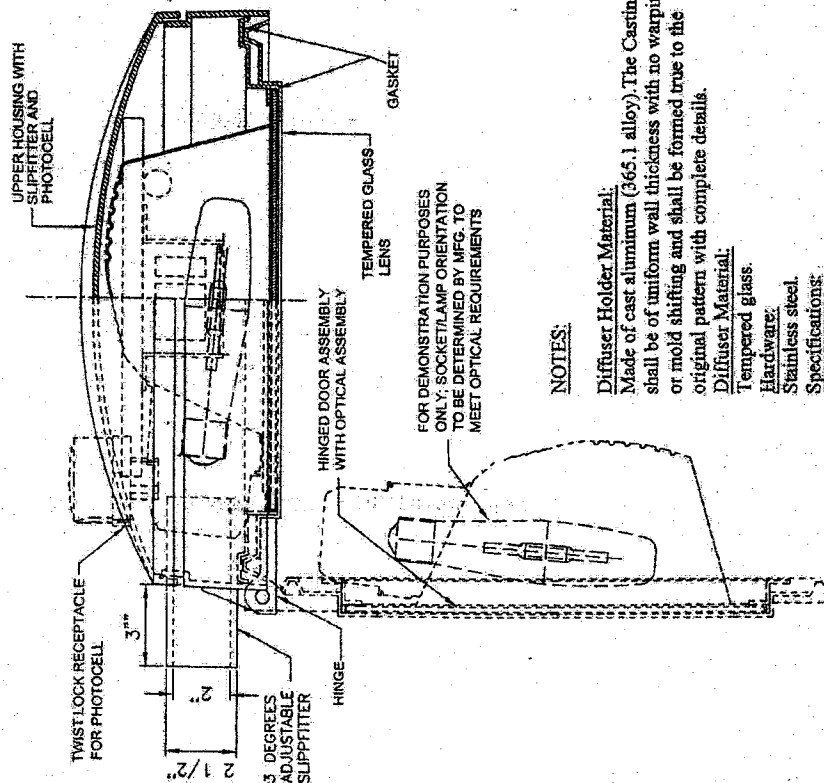




PARTIAL SECTION B-B

**Finish:**  
Electrostatically applied thermoset polyester powder-coat with XL4 four part corrosion inhibiting process.

**Color:**  
2 coats of PPG ALK 300/201 low VOC Acrylic Modified Alkyd Enamel - LG, tinted to PPG color PCU 73101  
Or, as specified by NYC DOT Street Lighting Engineering.



PARTIAL SECTION A-A

**NOTES:**

**Diffuser Holder Material:**

**Made of cast aluminum (365.1 alloy). The Casting shall be of uniform wall thickness with no warping or mold shifting and shall be formed true to the original pattern with complete details.**

**Diffuser Material:**

**Tempered glass.**

## Hardware:

**Hardware:**  
**Stainless steel.**

## Stainless steel. Specifications.

**Specifications:**  
As per NYC DOT Street Lighting Standards No. 471

[illegible]

## SECTION T-60000B

### Cable spec. for 120 volt power supply

#### Cable Name

This cable shall be called 2c-10 B (breakdown 2c-10 B= 2 number 10awg conductors with a third wire for grounding.)

#### Intended use

This cable is to be used for 120 volt power systems in NYC.

The cable shall be rated for 600 Volts and have a polyethylene -insulated, jacketed cable for use in underground conduit or for aerial use (must have strain relief's built in for aerial use without a messenger cable). The outer jacket shall be a black in color and be UV resistant and made to endure extreme outdoor usage unprotected without deterioration of insulation or outer jacket fading. This cable shall be rated for direct burial without conduit covering or other protection.

#### Construction

The conductors shall be round annealed copper conforming to ASTM designation b-3.

This cable shall be a 3 conductor type with two number ten AWG wire size conductors one white solid wire and one black solid wire with the third conductor number 8 AWG bare stranded wire.

#### Insulation

The insulation shall be a heat-stabilized polyethylene conforming to the requirements of ASTM designation D 1248 for type 1 category 5 grade E4 materials. This insulation shall be concentrically applied about the conductor. This installation shall meet the following requirements when tested in accordance with the procedures of ASTM designation D 2633 and D 1351.

This cable shall meet all other requirements as listed in the NYC DOT traffic specifications 3/95.

*Payment will be made under:*

Item No.	Description	Pay Unit
T-60000B	FURNISH 2 c #10B (BREAKDOWN=2#10 WITH 3 <sup>RD</sup> WIRE FOR GROUNDING)	L.F.

#### 4. SPECIAL PROVISIONS

The following shall become a part of and apply to the Contract:

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard 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 the Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. HOLIDAY EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:  
<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

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- \* Please note that this embargo only applies to NYCDOT construction permits.
  - \* List of street and maps of the affected locations are available by borough on the Department of Transportation's website at:  
<http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and subsequent removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

D. 9/11 EMBARGO, BIKE RACE ROUTE AND OTHER SPECIAL EVENTS. In order to facilitate the movement of vehicles and pedestrians on the 9/11 Memorial Day, the City reserves the right to shut down the project and the restrictions specified under Article C. HOLIDAY EMBARGO, above, shall apply to all work performed under this contract starting from 12:01 AM of September 9 through 11:59 PM September 11.

In addition, the Contractor will be precluded from proceeding with work at any of the following locations where the Contractor cannot complete such work three (3) days prior to the date of the scheduled activity and the Holiday Embargo restrictions under Article C, above, shall apply:

HUMAN ADVENTURE CORP RELIGIOUS PARADE (on or about April 6 and also repeats on April 20)

ZIUA USA - ROMANIAN DAY FESTIVAL (on or about April 29)

Nat'l Alliance for Mental Illness (on or about May 12)

PEARL STREET PARK ASSOC. - THE GREAT JULY 4TH FESTIVAL (July 4)

SEAPORT COMMUNITY COALITION - SUMMER SEAPORT FESTIVAL (on or about August 11)

Bowling Green Association (on or about October 8)

IND. PLAZA TENANTS ASSOC. - VETERAN'S DAY FESTIVAL (October 12)

No extension of time due to the above mentioned shutdown periods will be granted to the Contractor for completion of the work.

However, where the Contractor is notified of a Special Unscheduled Event, such as a civic parade or other official activity, party, etc. not listed above, then the Holiday Embargo restrictions under Article C, above, shall apply. Temporary restoration of the streets and sidewalks and subsequent removal thereof for City work, if required, for those Special Unscheduled Event periods will be paid for under Item No. HW-900H and the Contractor will be granted an extension of time, for the completion of the work, equal to the duration of the ordered shut-down.

E. PRIVATE UTILITY FACILITIES WORK. The Contractor is advised that this project contains private Utility Facilities work as specified in Addendum No. 5, herein this project, and the "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN", which is available for pick-up in the Bid Procurement Office at 30-30 Thomson Ave., Long Island City, NY 11101.

Unit Price Items that are listed in the Bid Schedule and the Contingency Item List, that begin with "JB" are to be done in accordance with the corresponding "JB" specifications contained in the "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" document. In addition, each "JB" item contains one of the following suffixes to denote the Utility Company that the work is chargeable to: "(CE)" for Consolidated Edison Company of New York, Inc.; "(ECS)" for Empire City Subway Company, Ltd.; and, "(TW)" for Time Warner Entertainment Company, L.P. (e.g.: JB 200(CE) refers to Section JB 200 in the "JB" specifications for work that is chargeable to Consolidated Edison Company of New York).

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

G. N.Y.C. TRANSIT AUTHORITY INSURANCE. The Contractor shall indemnify and save harmless the City of New York and the New York City Transit Authority in accordance with the following "Insurance Clauses" and proof that the necessary insurance is in effect will be required before work can commence:

#### INSURANCE CLAUSES

Responsibility of the Contractor. The Contractor shall be solely responsible for the safety and protection of the rapid transit subway lines and of all passengers, persons, or employees and of all property thereon.



(a) The Contractor shall be solely responsible for all injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of The City of New York (hereinafter called the City) or the New York City Transit Authority (hereinafter called the Authority) or damage to property (including, but not limited to, Property of the City, the Authority or the Contractor or subcontractors) occurring on account of or in connection with performance of the work hereunder and shall indemnify and save harmless the City and the Authority from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all costs and expenses in suits which may be brought against the City and/or the Authority on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the City or the Authority, their respective agents, servants or employees, or of any other person, but excepting injuries and property damage caused by or resulting from the sole negligence of the City and/or the Authority acting as agent of the City hereunder. The term "loss and liability", as used above, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation Benefits under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the Authority and the City for all payments of Worker's Compensation Benefits, including but not limited to benefits paid to employees of the Authority and the City which the Authority or the City shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result of negligence of the Contractor, his subcontractors, the Authority or the City, their respective agents, servants or employees, or negligence of the injured employee, but excepting bodily injuries and property damage caused by or resulting from the sole negligence of the City and/or the Authority acting as agent of the City hereunder.

(b) The Contractor shall be solely responsible for the support, maintenance, safety and protection of the transit facilities of the New York City Transit System (hereinafter called the Railroad) and for the safety and protection of all persons, passengers, intending passengers or employees and other persons, and of all property therein, and he shall be solely responsible and liable for any injury and damage thereto and for all injuries to persons or damage to property therein occurring on account of or in connection with the performance of work under this contract whether due to the negligence, fault or default of the Contractor or not.

The Contractor shall fully protect and indemnify the City and the Authority from loss and from liability upon any and all claims on account of damage to the Railroad, or on account of such injuries to passengers, intending passengers, employees or other persons or damage to property, or on account of interruption of train operation, or on account of any work done by the Contractor on or affecting the Railroad, and from any costs and expenses in suits which may be

brought against the City and/or the Authority for such injuries or damage.

(c) In case any damage shall occur to any part of the Railroad on account of or in connection with the work hereunder, and the Contractor is responsible therefore pursuant to paragraph (a) hereof, the City and/or the Authority shall have the right to cause such damage to be repaired and charge the expense of such repairs to the Contractor and to be reimbursed for the amount of such expense from any moneys due or becoming due to the Contractor hereunder.

(d) Approval by the Chief Engineer, Maintenance of Way, of the methods of doing the work or the failure of the Chief Engineer, Maintenance of Way, to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

(e) The Contractor shall procure, at its own cost and expense, and shall maintain in force at all times during the life of the agreement, policies of insurance as herein below set forth, written by companies approved by the Authority and shall deliver to the Authority evidence of such policies. A Certificate of Insurance may be supplied as evidence of such policies; however, if requested by the Authority, the Contractor shall deliver to the Authority a copy of such policies, certified by the insurance carrier as being a true and complete copy. The Certificate of Insurance and insurance policies must: (1) indicate the I.S.O. Form used by the carrier; (2) be signed by an authorized representative of the broker or the insurance carrier; (3) disclose any deductibles, self-insured retention (deductibles or self-insured retentions above \$25,000 will require prior approval from the Authority), aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate that the New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operating Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies and the City of New York and all other indemnified parties included in the contract are named as Additional Insureds on all policies (except for the Railroad Protective Liability policy, Worker's Compensation or Professional Liability); (5) reference the Contract on the face of the certificate; (6) include a special cancellation provision which shall read 'The Authority is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least thirty (30) days prior written notice to the Authority, attention Director-Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, by Certified Mail, return receipt requested'; and (7) indicate that the coverage afforded under the policies shall apply as primary and not excess or contributing basis with any policies which may be available to the Authority. Policies written on a 'claims made' basis are not acceptable. At least two weeks prior to the expiration of the original policies or

any renewals thereof, evidence of renewal or replacement policies of insurance, with the same terms and limits as expiring, shall be delivered to the Authority.

- (1) A Commercial General Liability insurance policy (I.S.O. Form CG 00 01 10 93 or equivalent) in the Contractor's name with the New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit Operating Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties included in the contract as Additional Insureds (I.S.O. Form CG 20 10 11 85 or equivalent) with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries (bodily injuries, including death and personal injuries) to persons and for damage to property. Such policies shall include Contractual Coverage for liability assumed by the Contractor (including construction work within the proximity to railroad tracks and property, if applicable, and coverage for bodily injury sustained by an employee of the Contractor) under the indemnity provision of the Contract, coverage for "XCU" risks (Explosion, Collapse and Underground hazards), Products - Completed Operations coverage, Independent Contractors Coverage, and shall not contain any other exclusion unacceptable to the Authority and Contracting Party.
- (2) A Railroad Protective Liability policy shall be required as specified in Schedule A.
- (3) An Automobile and Truck Liability insurance policy in Contractor's name with the New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit Operating Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties included in the contract as Additional Insured with limits of liability as specified in Schedule A for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (4) Worker's Compensation insurance (including Employer's Liability Insurance) with limits as specified in Schedule A.
- (5) Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the work.
- (6) Contractor waives, and will require any and all subcontractor(s) to waive, any right of recovery for property damage (including, but not limited to, equipment, materials and any loss due to business interruption) against the New

York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit Operating Authority (SIRTOA), Metropolitan Transportation Authority (MTA), and all of its subsidiaries and affiliated companies, the City of New York and any other indemnified parties included in the contract and agrees to effect a waiver of subrogation in favor of the above on all policies of insurance covering property (including, but not limited to, equipment, materials and any loss due to business interruption) owned, hired or in the care, custody or control of the contractor or subcontractor(s).

H. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK.

The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

I. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010" or latest version, 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 Contract Drawings 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.

J. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES.

Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

K. NOISE CONTROL. The Contractor is directed to Title 24, Chapter 2 of the Administration Code of the City of New York, known as the "New York City Noise Code" by the Department of Environmental Protection. The provisions of this code and its most recent additions and revisions shall apply to this contract. In the event of a conflict between the requirements of the New York City Noise Code and the requirements of Noise Control contained in these special notes, the more stringent of the two shall apply.

The Contractor shall plan and carry out work on this Project to ensure that the noise from construction equipment and activities does not exceed the limits specified herein. The noise abatement operations and conditions specified shall be carried out by the Contractor to limit noise in project and adjacent areas. The Contractor shall conduct a continuous educational effort for the workers on the site to ensure that they are aware of their roles in minimizing noise propagating from the site.

In order to monitor noise abatement operations the Contractor shall employ services of "Noise Control Specialist" for the duration of construction activity. The contractor shall submit qualifications and experience of the prospective specialist/firm to the Engineer for prior approval. The specialist/firm must satisfy the eligibility requirements of qualifications and work experience as required by the N.Y.C.D.E.P.

The monitoring protocol shall be as follows:

- (a) There shall be one outdoor and one indoor monitoring station for each work area or 1,000 ft. of street length whichever is less.
- (b) Monitoring of noise level shall be done prior to start of construction and during construction for each station at the same work hours specified in the contract.
- (c) Locations of monitoring stations shall be recommended by the noise control specialist for approval of the Engineer.
- (d) Engineer shall provide indoor station locations to the contractor after ascertaining availability of the said station from the Community Board.

Should the Contractor fail to carry out the noise abatement operations and conditions specified herein, the Engineer shall have the authority to suspend all work until such time as the Engineer deems that the Contractor has complied with the requirements.

The following additional requirements for noise control shall apply to this contract:

1. Noise Level Requirements for Construction Equipment

- (a) The Contractor shall ensure that all Contractor and Subcontractor equipment, of the types listed in Table A to be used on-site for a total duration greater than 5 days, shall be tested for compliance with the stated noise emission limits during the first day of use on the construction site or at an alternative site acceptable to the Engineer.
- (b) All equipment as described in (a) above shall be re-tested at 6 month intervals while in use on site.
- (c) All compliance tests shall be performed by the Contractor.
- (d) For each piece of equipment tested, the Contractor shall provide a noise report to the Engineer as shown in Figure A.
- (e) Equipment of the types listed in Table A, as described above, shall not be used on-site without valid certificates of noise compliance.
- (f) The Contractor shall provide to the Engineer two noise meters meeting the requirements of Section 2(d) herein. Two acoustic calibrators of the type recommended by the meter manufacturer shall also be provided.

TABLE A

CONSTRUCTION EQUIPMENT NOISE EMISSION LIMITS:  
MEASURED AT 50 FEET FROM CONSTRUCTION EQUIPMENT

<u>Equipment Category</u>	<u>Noise Level, dBA(SLOW)</u>
Auger	83
Backhoe	80
Bar Bender	80
Cherry Picker	80
Chain Saw	86
Compactor	80
Compressor	70
Concrete Mixer	86
Concrete Pump	82
Concrete or Diamond Saw	90
Crane	86
Crawler Miller	90
Dozer	86
Front End Loader	80
Generator	82
Gradall	86
Grader	86
Jackhammer	88
Man Lift	80
Mounted Impact Hammer	95
Paver	86
Pneumatic Tools	86
Roller	80
Scraper	86
Shotcrete Liner (tire-mounted)	79
Striper (walk-behind)	80
Tractor	84
Traffic Line Remover	80
Truck (including truck-mounted equipment)	84
Vibrator	80
Vibratory Pile Driver	95
All Other Equipment with Engines	
Larger than 3750W	86
Impact Pile Driver	105 dBC(FAST)

FIGURE A

CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name: \_\_\_\_\_  
Contract Name & Number: \_\_\_\_\_  
Equipment Type: \_\_\_\_\_  
Manufacturer & Model Number: \_\_\_\_\_  
Identification Number: \_\_\_\_\_  
Rated Power & Capacity: \_\_\_\_\_  
Operating Condition During Test: \_\_\_\_\_

Measured Sound Levels at 6 to 15 meters:

Measured Values and Distance:

Engine-Powered or Concrete-Breaking Equipment:

Right Side: \_\_\_\_\_ dBA (SLOW), at \_\_\_\_\_ meters

Left Side: \_\_\_\_\_ dBA (SLOW), at \_\_\_\_\_ meters

Impact Pile Driving Equipment:

Right Side: \_\_\_\_\_ dBC (FAST), at \_\_\_\_\_ meters

Left Side: \_\_\_\_\_ dBC (FAST), at \_\_\_\_\_ meters

Equivalent Values at 50 Feet Distance:

Engine-Powered or Concrete-Breaking Equipment:

Right Side: \_\_\_\_\_ dBA (SLOW).

Left Side: \_\_\_\_\_ dBA (SLOW).

Impact Pile Driving Equipment:

Right Side: \_\_\_\_\_ dBC (FAST).

Left Side: \_\_\_\_\_ dBC (FAST).

Maximum Values Allowed for this Equipment: \_\_\_\_\_ dBA (SLOW) at 15 meters  
\_\_\_\_\_ dBC (FAST) at 15 meters

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:

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

Name, Work Address & Phone No.  
of NYSDOT Inspector

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

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

CONTRACTOR'S ACCEPTANCE: \_\_\_\_\_ Date: \_\_\_\_\_



## 2. Noise Level Test Procedures of Construction Equipment

- (a) All engine-powered equipment shall be operated by the Contractor or Contractor's representative at high idle (maximum governed rpm) under full load conditions during the tests.
- (b) Portable and mounted impact hammers, such as hoe rams and jackhammers to be used to concrete breaking, shall be tested during the first day of actual operation at the construction site under maximum load conditions as rated by the equipment manufacturer.
- (c) Pile driving equipment shall be tested at the construction site under maximum load conditions as rated by the manufacturer.
- (d) All noise certification measurements shall be performed with an instrument that is in compliance with the criteria for a Type 1 (Precision) or Type 2 (General Purpose) Sound Level Meter as defined in the current revision of ANSI Standard S1.4. An acoustic calibrator of the type recommended by the sound level meter manufacturer shall be used prior to all measurements.
- (e) If possible, measurements shall be made at 50 feet ( $\pm 1.5$  feet) from the right and left sides of the equipment casing, at a height of 5 feet above ground level, with the equipment operating as indicated in items (a), (b) or (c) above for a minimum period of 1 minute. Measurements made at less than 50 feet, because of space limitations at the test site, shall be reduced by the values given in Table B to estimate the 50-foot sound level.

TABLE BADJUSTMENTS FOR CLOSE-IN EQUIPMENT NOISE MEASUREMENTS

Measurement Values to be Subtracted from Measured Sound Level  
Distance (Feet)      to Estimate Sound Level at 50 Feet (dBA)

20 to under 21	8
21 to under 23	7
23 to under 26	6
26 to under 29	5
29 to under 33	4
33 to under 37	3
37 to under 41	2
41 to under 47	1
47 to under 50	0

3. Compliance with Equipment Noise Level Requirements

- (a) The Engineer shall retain a copy of the noise report from the Contractor with each piece of equipment used on the project of the types listed in Table A. The report shall be on the form shown in Figure A with certification by the noise control specialist hired by the contractor that equipment noise emissions do not exceed those prescribed.
- (b) If the noise levels obtained during the tests exceed those specified in Table A the Contractor shall promptly modify or alter such equipment and retest, or substitute other equipment to meet the noise level requirements.
- (c) Upon compliance, (including the certification date and equipment identification number) the Engineer will keep the noise reports readily available on file in the Construction field office for inspection upon request.
- (d) The Certification of Noise Compliance will remain valid for a period of 6 months only. Delays caused by certification refusal or by time lost in improving the rejected equipment or finding alternate acceptable equipment shall not be a basis for any monetary or time delay claims or for avoidance of late completion penalties.
- (e) All equipment shall be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the equipment in use meets the requirements specified in Table A. For this purpose, the Contractor shall furnish noise-measurement instrumentation that complies with the standards specified in paragraph 2. (d). If such tests are requested by the Engineer, the Contractor shall locate and operate the equipment as directed by the Engineer so as to facilitate the measurements. The Engineer shall provide the Contractor with a copy of the results of the measurements. If such tests demonstrate that any equipment does not comply with the requirements specified in Table A, its Certificate of Noise Compliance shall be revoke and equipment shall be taken out of use until compliance is achieved. A new Certificate of Noise Compliance will then be issued.

4. Construction Noise Level Exposure Limits

- (a) In no case shall the public be exposed to construction noise levels exceeding 100 dBA (SLOW) or to impulsive noise levels exceeding 125 dBC (FAST).
- (b) Construction activities shall be conducted in such a manner that the equivalent noise level (Leq) over any one-hour period does not exceed 85 dBA at any noise-sensitive locations (e.g. residence and hotels).

5. Construction Noise Level Exposure Test Procedures

- (a) All noise exposure measurements will be performed with an integrating sound level meter. An acoustic calibrator will be used prior to all measurements.
- (b) The measurement microphone of the sound level meter shall be fitted with an appropriate windscreen, and will be located 1.5 meters above the ground and at least 5 feet away from the nearest sound-reflective surface for the tests.
- (c) Noise exposure measurements will be taken at noise-sensitive locations closest to the construction activities at least once each week and as dictated by construction activities. Measurement periods at each location shall be a minimum of one hour.
- (d) Construction noise exposure measurements will coincide with periods of maximum noise-generating construction activity, and will be performed during the construction phase or activity that the greatest potential to create annoyance or to exceed the noise exposure limits.

6. Compliance with Construction Noise Level Exposure Limits

- (a) Construction noise exposure data will be collected by the Contractor on a weekly basis. The noise report will include (1) a sketch indicating the locations of the measurements and of all nearby construction equipment operating during the measurement period, (2) the measured maximum A-weighted noise level at each location, in terms of dBA (SLOW), (3) the measured maximum C-weighted noise level, in terms of dBC (FAST) and (4) the measured one-hour Leq (in dBA).
- (b) In the event that the measured noise levels exceed the limits specified in paragraph 4 above, the Engineer will immediately notify the Contractor and the Contractor shall implement corrective actions as directed by the Engineer.
- (c) All construction activities will be subject to spot noise level testing by the Engineer at his discretion as necessary to determine that the noise levels meet the exposure limits specified in paragraph 4 above. If such tests demonstrate that the noise levels exceed the specified limits, the Contractor shall implement corrective actions as directed by the Engineer.

7. General Requirements for Construction Equipment Noise Control

- (a) The Contractor shall minimize the use of impact devices, such as jackhammers, pavement breakers, and hoe rams. Where possible, concrete crushers or pavement saws shall be used rather than hoe rams for tasks such as grillage removal and pavement demolition.
- (b) All pneumatic impact tools and equipment used at the construction site shall have intake and exhaust mufflers recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- (c) All impact devices (i.e. jackhammers and pavement breakers) shall be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- (d) Hoppers, conveyors transfer points, storage bins, and chutes shall be lined or covered with sound-deadening material.
- (e) The Contractor shall minimize the use of air or gasoline-driven hand tools.
- (f) All other equipment, including internal combustion engines, shall have mufflers and shield paneling recommended by the manufacturers thereof.

8. General Operational Requirements for Construction Noise Control

- (a) The Contractor shall operate equipment so as to minimize banging, clattering, buzzing, and other annoying types of noises, especially near noise-sensitive locations.
- (b) The Contractor, to the extent feasible, shall configure the construction site in a manner that keeps noisier equipment and activities as far as possible from noise-sensitive locations and nearby buildings.
- (c) The Contractor shall minimize noise from the use of backup alarms near residential buildings by using self-adjusting, ambient noise-sensitive backup alarms that meet OSHA regulations.
- (d) In no case shall the above restrictions limit the Contractor's responsibility for compliance with all applicable Federal, state and local safety ordinances and regulations and other sections of these construction specifications.

## 9. Acoustic Shed Requirements

- (a) All noise-generating mechanical equipment that is operated by the Contractor at any time other than weekdays between the hours of 8:00 a.m. and 10:00 p.m. and weekends 10:00 a.m. 10:00 p.m. shall be enclosed within an acoustic shed. Such equipment includes, but is not limited to, generators for traffic sign boards and lighting.
- (b) Acoustic sheds shall consist of three-sided, closed-top enclosures, oriented such that the open end of the shed faces away from residential or hotel buildings.
- (c) The shed shall be constructed of 0.5 inch plywood sheeting, or other acceptable material weighing at least 1.5 pounds per square foot, on timber framing with no gaps at joints or corners. Gaps between the bottom edge of the shed panels and the ground shall not exceed 1 inch in width and shall be closed off with solid strips of rubber, neoprene or other suitably dense material.
- (d) The inside of the shed shall be lined with glass fiber or mineral wool type sound-absorbing material at least 2 inches thick, protected by wire mesh or perforated sheets that have at least 30 percent open area.

## 10. Cost of Work

- (a) The cost of all labor, materials, equipment, insurance necessary for noise abatement measures as described in this section, any necessary modifications of construction methods or equipment and any delays to construction due to work suspension due to non-compliance with noise control requirements or due to necessary modifications to construction methods for compliance with the noise control requirements is deemed included in the prices bid for the items of work for which the equipment is used.

L. UNDER-SIDEWALK VAULTS. The Contractor is hereby advised that under-sidewalk vaults may be present in both sidewalk and roadway areas within the project limits. Where Contractor claims any locations cannot be completed because of vaults, he should indicate by which method he has determined vault interference and provide that information to the Engineer.

Prior to any sidewalk excavation, the Contractor shall be responsible to verify the existence of under-sidewalk vaults. The Contractor shall perform visual sidewalk reconnaissance; search for and examine record drawings; gain access to cellars and obtain measurements within vaults; and perform sub-surface radar examination or use other non-destructive methods to locate possible vault structures. Where these above methods of verification are not available to the Contractor, he/she shall then be required to locate the vault envelopes and their roof depth below finished sidewalk grade

by drilling holes (at no direct payment), or by Test Pits, under Item No. 9.00 C, as directed by the Engineer.

The Contractor shall be liable for any damage to the under-sidewalk building vaults and/or its contents and/or occupants due to his failure to verify the pre-existing vault condition.

Vault records may be available from the following (or other) sources:

- A- DEPARTMENT OF TRANSPORTATION, BUREAU OF HIGHWAY OPERATIONS, PERMIT SECTION, 40 WORTH STREET, NEW YORK, NEW YORK
- B- NEW YORK CITY DEPARTMENT OF BUILDINGS
- C- NEW YORK CITY BUREAU OF FRANCHISES

Where vault roofs are determined to interfere with construction of standard pedestrian ramps, the Engineer's may approve for construction of, or installation of, non-standard pedestrian ramps, which may include relocation of ramps and/or partial roadway ramps.

An overall field sketch of each corner suspected of having a vault, along with at least one photograph (3" x 3" minimum) of each location, and the results of his/her investigation shall be furnished by the Contractor to the Engineer for review at least ten (10) working days prior to start of work at that respective corner. Said photographs shall be in addition to those required under Item 6.43. Each field sketch shall show measurements of affected areas of vaults, the building line as a reference guide which can be employed to indicate the vault envelope in the sidewalk, the boundaries of the underground structures, curb reveals, and location of proposed pedestrian ramps. No additional payment is to be made for this overall sketch.

Any vault structures punctured by the Contractor's operations shall be repaired by the Contractor to match the existing structure. Said hole in vault structures shall be temporarily repaired with an approved epoxy mortar, or securely steel plated if permanent repairs are not completed prior to the end of that same working day. No holes in vault roofs shall be left unattended at any time.

The Contractor shall also be responsible to replace damaged water proofing directly over vault roofs at his own expense.

M. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

N. PORT AUTHORITY OF NEW YORK AND NEW JERSEY SURVEY MONUMENTS. When working in the vicinity of Port Authority of New York and New Jersey survey monuments, the Contractor shall hand excavate, under Item 8.02 JA, at those Survey Monuments for a distance of five (5) feet around each monument, as directed by the Engineer. Any damage to their survey monuments must be reported to the Port Authority of New York and New Jersey, immediately and they will reinstall their own monuments.

O. OVERRUNS OF UNIT PRICE ITEMS. If the quantity of any unit price item necessary to complete the Work exceed one hundred twenty-five (125) percent of the estimated quantity for that item set forth in the bid schedule, the Contractor will not be subject to negotiating a new unit price for such item as per the requirements of Sub-Article 26.1 in the Standard Construction Contract. Overruns of unit item quantities will be paid at the bid price times the multiplier bid by the Contractor (e.g. no renegotiation at 125%).

P. CONTRACTOR TO NOTIFY the Alliance for Downtown New York, Inc., by calling Mr. Frank Addeo, telephone number (212) 835-2758, prior to the start of construction, for them to determine which street name signs need to be replaced and which can be reinstalled within the Downtown Alliance area. The Contractor shall also, prior to construction, make arrangement with the Alliance for Downtown New York, Inc., for them to pickup any existing wayfinding signs and sign structures, which shall be carefully removed by the Contractor, at the start of the work in each block. Any damage to the existing signs and sign structures that is caused by the Contractor's operations shall be restored or replaced by the Contractor, to the satisfaction of the Engineer.

Then, at the completion of the work in each block, the Contractor shall be required to reinstall any removed wayfinding sign structures where directed by the Engineer, and the Alliance for Downtown New York, Inc., will reinstall their wayfinding sign.

No separate payment will be made for this work, the cost of which shall be deemed included under all scheduled items.

Q. START OF CONTRACT WORK. The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.

R. THE CONTRACTOR IS ADVISED THAT:

1. Payment for Uniformed Full-Time Flagpersons shall be made in accordance with the requirements of Section 6.52, in Standard Highway Specifications. Uniformed Full-Time Flagpersons will not be subject to prevailing wage rates unless the worker that is performing services under this item is also assigned, by the Contractor, the task of directing construction equipment (as per Example #2 attached to Section 6.52, flagperson "A" working within the Construction Site) or any laborer tasks. In such event, the

worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule. Payment for flagperson "A" in Example #2, in the Section 6.52, shall be deemed to be included under other items of work, as appropriate, and will not be paid for under this item 6.52.

2. The Department has hired a firm to perform the Resident Engineering Services and the staffing will be increased to handle all the extra work expected to monitor this project. This will not be a project left to the Resident Engineer alone. The Deputy Commissioner will be actively involved.

S. VEHICLES. The Contractor shall be required to furnish two (2) vehicles to be used by Department of Design and Construction (DDC) personnel as assigned by the Deputy Commissioner of the Department, during the life of the Contract. No direct payment will be made for the vehicles, or associated costs. All costs shall be deemed to be included in all scheduled items

The Contracted vehicles shall be a new small SUV hybrid vehicle as approved by DDC's Director of Fleet Administration; and shall be equipped with a standard equipment package, and meet the following minimum specification:

1. Engine: Manufacturer's Standard 4 cylinder.
2. Transmission: Automatic.
3. Drive: Manufacturer's Standard 4 wheel drive.
4. Steering: Power.
5. Air Conditioning.
6. Body: 4 Doors.
7. Color: Manufacturer's Standard White.
8. Mirror: Left and Right.
9. Radio: AM/FM.
10. Electric Rear Defogger.
11. Brakes: Anti-Lock.
12. Air Bag: Dual
13. Anti-theft device (optional).
14. Power Windows and Locks.
15. Two sets of keys.
16. GPS navigation.
17. Hands-free telecommunication technology.
18. Fire Extinguisher.
19. First Aid Kit.
20. Any additional equipment will not be accepted by DDC.

The Contractor shall provide fuel, oil, proper maintenance, tires and replacement parts, to keep the vehicles in a safe operating condition, and shall undertake all repairs, including repairs arising from vandalism, accidents, or other damages. A Gas Company Card shall be furnished with each vehicle for fueling purposes. In the event that any vehicle requires maintenance or repairs which cannot be completed the same day, a comparable replacement vehicle shall be provided while the vehicle is out of service. If the vehicle is lost or stolen, the Contractor shall replace the vehicle within 5 business



days with a comparable vehicle.

The vehicles shall be provided for the entire duration of this Contract, and shall be returned to the Contractor within thirty days after final acceptance of work or twelve months after substantial completion, whichever comes first. Contractor owned/leased vehicles provided pursuant to this Contract shall remain the property of the Contractor/ Leaser throughout the Contract period; shall be registered in the City's name. If leased vehicles are provided, the Contractor shall obtain from the leasing company the necessary documents allowing the vehicle to be registered as an official City of New York vehicle. The Contractor shall provide insurance for vehicle as set forth in Schedule A.

Within five (5) business days of receipt of notice to provide specified vehicles, the Contractor shall make the vehicles available for inspection by Fleet Administration. Upon determination by Fleet Administration that the vehicles satisfy requirements, the Contractor shall make arrangements through DDC's Fleet Administration for delivery to the DDC. The Contractor shall submit to Fleet Administration a signed MV-82 Part 10 authorizing registration in the City's name together with, in the case of a previously unregistered vehicle, the manufacturer's certification of origin or, in the case of a currently registered vehicle, a copy of the title.

All required transmittals to Fleet Administration shall be made as follows:

Agency Fleet Administrator  
NYC Department of Design and Construction  
30 - 30 Thomson Avenue, 4<sup>th</sup> Floor  
Long Island City, New York 11101  
Telephone No.: (718) 391-1852

When vehicles are no longer required under this contract, as described above, they shall be de-registered by the City and promptly returned to the Contractor.

T. THE CONTRACTOR IS NOTIFIED that should artifacts, human remains, or other cultural material be encountered during the course of work, work shall be stopped immediately pending Landmark Preservation Commission (LPC) notification and review. If artifacts or other cultural material are encountered, contact Amanda Sutphin at (212) 669-7823.

U. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

**CITY OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
LOWER MANHATTAN BOROUGH COMMISSIONER'S OFFICE  
59 MAIDEN LANE, 37<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10038**

OCMC FILE NO: MEC-04-050

CONTRACT NO: HWMWTCA6A

PROJECT: RECONSTRUCTION OF BROADWAY PHASE I

LOCATIONS: BROADWAY BETWEEN RECTOR STREET AND ANN STREET.

COMMUNITY BOARD: ONE (1), MANHATTAN

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 and its local adjacent streets for the purpose of carrying out the above noted project, subject to the stipulations, as noted below:

**SPECIAL NOTES:**

- **ACCESS TO ABUTTING PROPERTIES:** The Contractor shall coordinate all activities with abutting property owners to ensure access is provided to/from entrances/driveways at all times.
- **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW:** Timber curb and fencing as per Lower Manhattan Standards shall be provided to ensure pedestrian safety. Pedestrian and traffic management agents shall be provided to assist pedestrian and vehicular traffic.
- **NYPD TRAFFIC ENFORCEMENT AGENTS (TEA) are required for this project:** Ten (10) Traffic Enforcement Agents (TEA) shall be provided between the hours of 7 am to 7 pm, Sunday through Saturday. TEA's shall be provided at locations to be determined by New York City DOT. All TEA costs shall include relief and supervision.
- **MPT and DETOUR PLANS:** The Contractor must submit a Maintenance and Protection of Traffic (MPT) Plans and Detour Plans to NYCDOT - LMBCO/OCMC for approval at least two weeks before commencing work or before making changes to the current MPT or Detour Plan. "No Standing Anytime - Temporary Construction" signs and temporary pavement markings shall be installed and maintained as warranted by the (MPT) plan. All temporary signs and pavement markings shall be removed upon completion of the project.
- **COMMUNITY OUTREACH:** Community Outreach shall be provided for the duration of the project to notify the public in the form of advanced media advisories. Full roadway closures require a minimum of 14 days of outreach prior to the road closure. All outreach must be coordinated with the LMCCC.
- **AUTHORIZED PARKING** - Prior to performing work which impacts Authorized Parking, the Contractor shall submit in writing to NYCDOT - LMBCO/OCMC, a request to occupy space currently used by Authorized vehicles. The Contractor must submit for approval to NYCDOT - LMBCO/OCMC alternate locations for the authorized parking. The Contractor must also perform the necessary measures to relocate regulatory signs, such as, providing advanced warning signs 3 days in advance of any signage change.
- **SEQUENCING OF WORK** - The Contractor will be limited to two (2) block segments and one side of the street at a time. Intersection closures will be limited to two intersections at a time. If the Contractor requests to work more locations concurrently to expedite construction, they must provide an MPT Plan and Detour Plan to NYCDOT - LMBCO/OCMC for approval prior to start of construction at any additional location. They must provide the proper number of crews (including utility specialty crews) to work productively at all occupied locations. Additional locations will be permitted at the discretion of NYCDOT - LMBCO/OCMC.
- **BUS ROUTES/STOPS** - The Contractor shall provide written notice to NYC DOT and New York City Transit (NYCT) a minimum of five (5) weeks in advance for lane/street closures that affect bus routes or bus stops. Any relocation of Bus Stops must be coordinated with NYCT prior to starting construction.

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- **BROOKLYN BRIDGE FULL WEEKEND CLOSURES:** When the Brooklyn Bridge full weekend closures occur, the Contractor must maintain all open "non-construction" lanes on Broadway to traffic as well as restore lanes on other streets as determined by NYCDOT - LMBCO/OCMC.
- **NYPD COUNTER TERRORISM:** The Contractor shall provide written notice to NYPD Counter Terrorism a minimum of five (5) weeks in advance of any lane/street closures. NYPD currently occupies lanes on Broadway to screen vehicles. The Contractor must coordinate all work activities with NYPD in advance in order to maintain the NYPD vehicles screening area on Broadway at all times.
- **9/11 CONSTRUCTION EMBARGO:** A 9/11 Construction Embargo is in effect for this project. No work shall be performed from 9/9 to 9/11 of each year of the contract. The Contractor must maintain all open lanes outside of the construction zone to traffic as well as restore lanes to traffic as determined by NYCDOT - LMBCO/OCMC.
- **BROADWAY EVENTS:** In the case of an event on Broadway, such as a parade, the Contractor may be required to restore lanes to traffic in advance of the event as determined by NYCDOT - LMBCO/OCMC.

#### **SIDEWALK WORK**

- Working hours shall be as follows:  
9 AM to 6 PM, Saturday  
10AM to 6 PM, Sunday
- The Contractor must maintain either a ten (10) foot clear path on the sidewalk or a protected walkway in the roadway at all times. All temporary walkways installed by the Contractor must be free of obstructions and tripping hazards and must meet ADA requirements
- The Contractor may not work on sidewalk on both sides of the street at the same time
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.
- The Contractor must maintain access to all residential and commercial establishments at all times. All temporary walkways and building entrance ramps installed by the Contractor must be free of obstructions and tripping hazards and must meet ADA requirements

#### **CURB WORK**

- Working hours shall be as follows: 7 AM to 6 PM, Monday through Friday  
9 AM to 6 PM, Saturday  
10 AM to 6 PM Sunday
- The Contractor may not work on curbs on both sides of the street at the same time.
- The Contractor must maintain a ten (10) foot clear path on the sidewalk at all times.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

#### **PERMANENT ASPHALT PAVING OPERATIONS**

- Working hours shall be as follows: 9 PM to 5 AM, Monday (PM) through Friday (AM)  
9 AM to 10 PM, Saturday  
10 AM to 10PM, Sunday
- The Contractor shall maintain a minimum of one (1) eleven (11) foot lanes for traffic at all times.
- The contractor shall coordinate all work with all business operations and agencies within the area.

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**ALL ROADWAY AND UTILITY WORK**

**1. BROADWAY FROM ANN STREET / VESTRY STREET TO FULTON STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

**2. BROADWAY FROM FULTON STREET TO JOHN STREET / DEY STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

**3. BROADWAY FROM JOHN STREET / DEY STREET TO CORTLANDT STREET / MAIDEN LANE**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

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**4. BROADWAY FROM CORTLANDT STREET / MAIDEN LANE TO LIBERTY STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

**5. BROADWAY FROM LIBERTY STREET TO CEDAR STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

**6. BROADWAY FROM CEDAR STREET TO THAMES STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

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**6. BROADWAY FROM THAMES STREET TO PINE STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

**7. BROADWAY FROM PINE STREET TO WALL STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

**8. BROADWAY FROM WALL STREET TO RECTOR STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

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#### **9. BROADWAY FROM RECTOR STREET TO EXCHANGE PLACE**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM, Sunday to Saturday. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic.
- No noisy operations shall occur prior to 8:00 AM on weekdays, prior to 10:00 AM on weekends or after 10:00 PM.
- The Contractor shall coordinate all work with all business operations and agencies within the area.

#### **INTERSECTIONS**

##### **1. INTERSECTION OF BROADWAY AND ANN STREET / VESEY STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Ann Street / Vesey Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

##### **2. INTERSECTION OF BROADWAY AND FULTON STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Fulton Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

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**3. INTERSECTION OF BROADWAY AND DEY STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Dey Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

**4. INTERSECTION OF BROADWAY AND JOHN STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on John Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

**5. INTERSECTION OF BROADWAY AND CORTLANDT STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Cortlandt Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.



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#### **6. INTERSECTION OF BROADWAY AND MAIDEN LANE**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Maiden Lane at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

#### **7. INTERSECTION OF BROADWAY AND LIBERTY STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Liberty Street (east side) and two (2) eleven (11) foot lanes on Liberty Street (west side) at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

#### **8. INTERSECTION OF BROADWAY AND CEDAR STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Cedar Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for a full road closure on Cedar Street when specific operations warrant such a closure. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.

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- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

**9. INTERSECTION OF BROADWAY AND THAMES STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Thames Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for a full road closure on Thames Street when specific operations warrant such a closure. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

**10. INTERSECTION OF BROADWAY AND PINE STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Pine Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for a full road closure on Pine Street when specific operations warrant such a closure. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

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**11. INTERSECTION OF BROADWAY AND WALL STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Wall Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC and NYPD Counter Terrorism for a full road closure on Wall Street when specific operations warrant such a closure. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

**12. INTERSECTION OF BROADWAY AND RECTOR STREET**

- Working hours shall be as follows:
  - 7 AM to 6 PM, Monday through Friday
  - 9 AM to 6 PM, Saturday
  - 10 AM to 6 PM, Sunday
- The Contractor shall maintain a minimum of two (2) eleven (11) foot lanes for traffic on Broadway and one (1) eleven (11) lane for traffic on Rector Street at all times.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for maintaining one (1) fourteen (14) foot lane for traffic on Broadway when specific operations warrant such a reduction. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor shall obtain approval from NYC DOT LMBCO/OCMC for a full roadway closure on Rector Street when specific operations warrant such a closure. The Contractor shall submit to LMBCO/OCMC a "Detour Plan" which shows how traffic will be diverted away from the work zone and how the detour will affect other detours within the area, a minimum of 14 days in advance of any change in MPT.
- The Contractor must maintain all pedestrian crosswalks at all times.
- During water main and related work that requires water shut offs; the working hours shall be 9:00 PM to 5:00 AM. During these hours, the Contractor shall maintain a minimum of one (1) eleven (11) foot lane for traffic on Broadway.
- No noisy operations shall occur prior to 8:00 AM on weekdays, 10:00 AM on weekends or after 10:00 PM.

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**General Notes**

1. **THIS IS NOT A PERMIT.** This stipulation sheet must be submitted with all requests for permits pertaining to the above contract and present at the work site along with all active construction permits when the approved work is being performed.
2. A special Holiday Construction Embargo is in effect for this project. No work shall be performed from the Friday before Thanksgiving to January 2<sup>nd</sup> of each year of the contract. The contractor can apply for a waiver from the Holiday Construction Embargo from the Lower Manhattan Borough Commissioner's Office (LMBCO) or OCMC Streets. If a waiver is granted, new permits will be issued which indicate the waiver.
3. The Contractor is responsible for maintaining work site safety and appearance in accordance with NYC DOT's Highway Rules, NYC DDC's Contractor Good Neighbor Code of Conduct and Lower Manhattan Standards.
4. The Contractor shall communicate extensively with the Community Construction Liaison assigned by DDC to this project.
5. The Contractor must notify the NYC Fire Department, NYC Police Department, NYCEMS, local Community Board, Borough President's Office-Chief Engineer, NYC DOT LMBCO or OCMC-Streets, plus all abutting property owners at least five working days before the start of construction. Confirmation notice must be provided to the same entities two calendar days before the start of construction. The contractor will provide 14 days notice for any full roadway closures and/or water shut-offs. All full road closure construction sites must still allow for emergency access at all times.
6. The Contractor is advised that other Contractors may be working in the general area during the term of this stipulation. In which event, the permits may require modifications by the LMBCO or OCMC-Streets.
7. No deviation or departure from these stipulations will be permitted without the prior written approval from the LMBCO or OCMC-Streets. Requests for such modifications shall be submitted to the LMBCO, New York City Department of Transportation, 59 Maiden Lane 37<sup>th</sup> Floor, New York, NY 10038 or to OCMC-Streets, a minimum of twenty (20) days in advance for consideration.
8. For this project the Contractor shall furnish, install and maintain all necessary advance warning and detour signs, temporary control devices, barricades, lights and flashing arrow boards in accordance with the "Manual on Uniform Traffic Control Devices," the typical schemes included in this specification; and as ordered by the Engineer-In-Charge and the LMBCO or OCMC-Streets.
10. Prior to any work permits being issued a pre-construction meeting will be held twenty (20) days in advance by the LMBCO or OCMC-Streets and the Engineer-In-Charge. Arrangements for the meeting will be coordinated by the Engineer-In-Charge.
11. The Contractor is required to install and maintain six (6) Variable Message Signs (VMS) during this project. The location and message will be determined by NYCDOT/LMBCO.
12. The LMBCO or OCMC-Streets reserves the right to void or modify these stipulations at any time for any reason, including, but not limited to, the following: community feedback, contractor performance, or further analysis of the project conditions, scope and schedule.

  
Frank Hrubas

Director, Construction Coordination  
Lower Manhattan Borough Commissioner's Office

4/25/12  
Date



# THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE  
Assistant Commissioner  
for Legal Affairs

Bureau of Legal Affairs  
44 Beaver Street  
New York, NY 10004  
Telephone (212) 837-8110  
FAX (212) 837-8243

## Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

### INTERPRETIVE MEMORANDUM # 2 February 14, 1995

**Subject: Temporary Storage and Processing of Construction and Demolition Debris  
by New York City Agency Contractors**

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

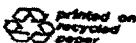
#### 1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as:

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce  
New York's Waste.

*Example: Street Construction Projects*

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of \_\_\_\_\_ (the "Agency")  
has awarded a construction contract to \_\_\_\_\_ (Contractor)  
\_\_\_\_\_ (the "Contractor") for work to be performed at \_\_\_\_\_ (Contract  
Site) \_\_\_\_\_.

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

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b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

(NO TEXT ON THIS PAGE)



ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

FROM RECTOR STREET TO ANN STREET

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK

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

ADDENDUM NO. 2

DATED: November 2, 2010

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Highway Administration, in addition to the City agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Schedules of Federal and State requirements which are hereby made a part of the original contract documents and are annexed hereto:

- Attachment "A" - Required Contract Provisions for Federal-Aid Projects - FHWA 1273
- Attachment "B" - New York State Contract Requirements - including Worker's Compensation and Liability Insurance, Labor and Employment, Non-Assignment of Agreement, Non-Collusive Bidding Certifications, Debarment History Certification, Lobbying Activity Certifications, and Appendix C (Disclosure of Lobbying Activities)
- Attachment "C" - Federal-Aid Contracts - Notice to All Prospective Bidders
- Attachment "D" - Provisions Relating to the NYS Labor Law, Prevailing Wages, and the Use of Convict Labor, Etc.
- Attachment "E" - "Buy America" Requirements & Waivers
- Attachment "F" - Equal Opportunity Requirements for Federal Aid Contracts
- Attachment "G" - NO TEXT
- Attachment "H" - Disadvantaged Business Enterprises Utilization Requirements
- Attachment "I" - Training Special Provision
- Attachment "J" - NO TEXT
- Attachment "K" - Changed Conditions, Disputed Resolution and Disputed Work Provisions
- Attachment "L" - Contractor Initiated Value Engineering Change Proposals (CIVEC)
- Attachment "M" - NO TEXT
- Attachment "N" - Itemized Proposal
- Attachment "O" - US DOT Hotline / NYS Inspector General Hotline
- Attachment "P" - Prompt Payments by the Contractor / Civil Rights Monitoring and Reporting

In addition to compliance with the above Federal and State requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the Federal Regulations shall take precedence.

3. The Contractor shall not pay less than the highest minimum hourly rates as set forth by Federal, State or City laws.

4. The Contractor shall maintain his records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available on line at the NYSDOT website [www.dot.state.ny.us](http://www.dot.state.ny.us), Construction division, manuals. A copy of the manual can also be purchased from the NYSDOT Plan Sales Office at 518-457-2124. The entire manual or individual parts can be purchased by personal or business check or money order.

Part A Contract Administration Manual  
Part B Construction Inspection Manual  
Part C Safety & Health Program Manual  
Part D Construction Consultant Manual

5. In accordance with FHPM 1-6-2, (23U.S.C.315) dated July 2, 1979, the construction work performed under this Contract shall be available to be subject to inspection at all times by the New York State Department of Transportation and the Federal Highway Administration.

6. Amendments to Information for Bidders:

- a) Refer to Page 6, SECTION 20. Low Tie Bids;  
Delete Article 20 in its entirety and substitute the words  
"20. (NO TEXT)."
- b) Refer to Pages 6 and 7, Subsection 21.(C), Rejection of All  
Bids and Negotiation With All Responsible Bidders;  
Delete Sub-Article 21.(C) in its entirety and substitute the  
words "(C) NO TEXT."
- c) Refer to Pages 8 and 9, SECTION 26. Bid, Performance and  
Payment Security;  
Add the following:

"(F) Bidders are hereby advised that the apparent low Bidder, as determined at the bid opening or subsequently notified that its firm is the low Bidder, will be required to submit to the Department, within ten (10) days after the date of the opening of bids, the following:

All applicable forms stipulated in Schedule "H" Disadvantaged Business Enterprise Utilization Requirements.

The Contractor is advised that the final DBE percentage of participation on a contract will be calculated based on the actual dollars paid to DBE firms divided by the total amount paid to the contractor for work done.

Failure to submit the above documents within the specified ten (10) days after the date of the opening of bids may be cause for a determination of non-responsiveness."

- d) Refer to Page 9, SECTION 27. Failure to Execute Contract, 6th, 7th and 8th lines;  
Delete the sentence beginning with the words: "No plea of mistake in such..." in its entirety.
- e) Refer to Page 10, SECTION 30. Labor Law Requirements, Sub-Article (A) General:  
Add the following at the end of the Section: "This provision shall apply to subcontractors also."
- f) Refer to Page 11, Subsection 33.(B), Variations from Engineer's Estimate;  
Delete Subsection 33.(B) in its entirety. See Attachment "K", Page A2-K2 and A2-K3, Significant Changes in the Character of Work, Sub-Article 3.(iv)(B).
- g) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);  
Delete the SECTION, in its entirety. See Attachment "H" Disadvantaged Business Enterprise Utilization Requirements.

7. Amendments to Standard Construction Contract:

- a) Refer to Pages 10 and 11, ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION;  
Add the following:  
  
"7.7 In addition to the requirements stipulated herein, all work performed under this Contract shall comply with the safety and health standards of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor."
- b) Refer to Page 12, Sub-Article 9.3;  
Delete the first sentence starting with the words: "If the Contractor..." and ending with the words "...progress schedule."
- c) Refer to Page 18, ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION;  
Delete Sub-Article 16.1.4, in its entirety.
- d) Refer to Pages 18 and 19, ARTICLE 17. SUBCONTRACTS;  
Delete Sub-Article 17.9.1, in its entirety;  
Substitute the following revised Article 17.9.1:

"17.9.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, as are contained in this **Contract**."

- e) Refer to Pages 18 and 19, ARTICLE 17. SUBCONTRACTS;  
Delete Sub-Articles 17.11 and 17.12, in their entirety;  
Substitute the following revised Articles 17.11 and 17.12:

"17.11 On **Contracts** where 100% 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 to be paid to the **Subcontractor** for **Work** included in the requisition.

17.12 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."

- f) Refer to Page 20, ARTICLE 19. SECURITY DEPOSIT;  
Delete Sub-Article 19.1, in its entirety;  
Substitute the following Sub-Article 19.1:

"19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment."

- g) Refer to Page 22, ARTICLE 21. RETAINED PERCENTAGE;  
Delete Article 21, in its entirety;  
Substitute the following:

**"ARTICLE 21. (NO TEXT)"**

- h) Refer to Pages 28 and 29, ARTICLE 24. MAINTENANCE AND GUARANTY;  
Delete the Article in its entirety, except for the last  
Paragraph 24.9;  
Substitute the following:

**"ARTICLE 24. WARRANTIES AND GUARANTEES**

24.1 On any contract which requires the furnishing and/or installing of electrical or mechanical equipment, the Contractor shall provide the following:

- (1) manufacturers' warranties or guarantees on all electrical and mechanical equipment, consistent with those provided as customary trade practice.
- (2) contractors' warranties or guarantees providing for satisfactory in-service operation of the mechanical and electrical equipment and related components for a period not to exceed 6 months following project acceptance.

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 or lessees of the premises.

24.2 through 24.8 (NO TEXT)"

- i) Refer to Page 29 and 30, ARTICLE 25. CHANGES;  
Add the following paragraph:

"25.5 Extra Work: It is anticipated that the preliminary engineering and the preparation of plans, specifications and contract documents have been performed with sufficient thoroughness, accuracy and care, and that changes and extra work during the construction can be held to a minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be anticipated before the project was advertised for bids or force account operations commenced."

- j) Refer to Pages 40, 41 and 42, ARTICLE 36. NO DISCRIMINATION;  
Change in Paragraph 36.1.1, 4th line, "citizen of the State of New York" to "person";  
Delete Paragraphs 36.1.3, 36.1.4, 36.2.2 and 36.2.4 in their entireties;  
Add "or sex or age" to the expression "race, creed, color, sex or national origin", and "or sex or age" to the expression "race, color or creed", wherever these expressions appear in Article 36.

- k) Refer to Page 48 and 49, ARTICLE 43. PROMPT PAYMENT;  
Add the following sentence to the end of Sub-Article 43.5:

"The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgements against a Subcontractor or materialman which have not been fully discharged."

- l) Refer to Pages 49 and 50, ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT;  
Delete Sub-Articles 44.3 and 44.4, in their entirety;  
Substitute the following:

"44.3 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, less any and all

deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this article where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a Certificate of **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work**. Such waiver shall be in writing."

- m) Refer to Pages 50 and 51, ARTICLE 45. FINAL PAYMENT;  
Delete Sub-Article 45.1, in its entirety;  
Substitute the following:

"45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**."

- n) Refer to Page 55 and 56, ARTICLE 59. SERVICES OF NOTICES;  
Delete in the 3rd, 4th and 5th lines of Sub-Article 59.1, the  
words: ", or depositing it in a postpaid wrapper addressed thereto in any  
post office box (P.O. Box) regularly maintained by the United States Postal  
Service,".

- o) Refer to Pages 59, 60 and 61, ARTICLE 64. TERMINATION BY THE  
CITY;  
Delete the text of the 1st paragraph;  
Substitute the following:

"64.1 In addition to termination pursuant to Article 63, the Commissioner may, by written notice, terminate the Contract or any portion thereof after determining that for reasons beyond either Department or Contractor control it is not feasible to proceed with or complete the work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining

orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the Contractor. The Contractor specifically understands that the issuance of such notice by the Commissioner shall be conclusive as to its necessity. In such event the Contractor shall upon receipt of such notice:"

- p) Refer to Page 66, ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR;  
Delete Article 75, in its entirety and Substitute the  
following "ARTICLE 75. (NO TEXT)".

- q) Add the following to Pages 77, 78, 79, 80, 81, 82, 83, and 84,  
PERFORMANCE BOND:

"Prior to or at the time of execution of the contract, successful bidder must deliver to the City of New York an executed bond equal to one hundred percent (100%) of the contract price, to secure the faithful performance of the contract, and an executed bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor or furnishing materials in connection with this contract, prepared on the forms of bonds authorized by The City of New York, and made a part of the contract documents, copies of which are annexed hereto, and having as surety thereunder such surety company or companies as are approved by The City of New York and are authorized to do business in the State of New York. Premium of such bonds shall be included in the base bid.

In lieu of a performance and completion bond and labor and material bond, a contractor may deposit with the Comptroller, money or obligations of The City of New York which the Comptroller shall approve as of equal value with the amount of the performance and completion bond required.

Whenever a contractor deposits obligations of The City of New York, in lieu of a performance and completion bond and a labor and material bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, may sell and use the proceeds thereof, for any purpose for which the principal or surety on such bond would be liable under the terms of the contract. If money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from The City of New York.

If the bidder to whom the contract is awarded refuses to execute it, or fails to furnish the required security and insurance within ten (10) days after receipt of notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made to him, shall be forfeited and shall be retained by the City as liquidated damages. See Page A2-3 for change relating to requirements to submit proof of bondability within 10 days after bid opening."



8. Amendments to General Conditions of the Standard Highway Specifications:

- a) Refer to Page 14 of the Standard Highway Specifications, Article 1.06.23. Rules, Laws, and Requirements;  
Add the following:

"Certain items of work are to be performed in accordance with the general specifications of the following departments of the City of New York:

Bureau of Traffic Operations  
Police Department  
Fire Department  
Department of Environmental Protection  
Bureau of Water Supply  
Street Lighting

Copies of these specifications may be examined at their offices."

- b) Refer to Pages 16 and 17 of the Standard Highway Specifications, Article 1.06.23.(G) Rules Governing Navigation, last paragraph;  
Delete the word "asbestos" wherever it occurs.

- c) Refer to Pages 36, 37 and 38, of the Standard Highway Specifications, Article 1.06.46. Project Sign;  
Delete the Article 1.06.46, in its entirety;  
Substitute the following:

"1.06.46. Project Sign. No project signs will be required on this project."

- d) Refer to Page 40 of the Standard Highway Specifications, Sub-Article 1.06.48.(C) Access Ramps, 2nd paragraph, 1st line;  
Change the maximum grade from "one (1) vertical on three (3) horizontal" to "one (1) vertical on six (6) horizontal".

9. Amendments to the Standard Highway Specifications:

- a) Refer to Page 83, Subsection 2.18.3(A), 4th paragraph;  
Change "." to "," after "... and Appeals";  
Add the following words: "and the health standards of OSHA of the U.S. Department of Labor."
- b) Refer to Page 187, Subsection 4.06.12;  
Delete the Subsection 4.06.12, in its entirety and substitute the words "4.06.12. (NO TEXT)." The use of rubble aggregate will not be permitted.

10. The Contractor is hereby notified that this is a City contract funded through apportionment available under Title 23, U.S. Code, as amended, and that the contract will be awarded by the City of New York, subject to the approval of the Commissioner of the New York State Department of Transportation and the Federal Highway Administration. Furthermore, no extensions in time for completion or other changes affecting the contract work can be granted by the City of New York without concurrence of the State of New York and approval of the Federal Highway Administration.
11. All reference to the delivery of salvageable materials to a designated City-owned yard do not apply to this Contract. All salvageable materials designated by the Engineer shall be stored on site for pick-up by City forces.
12. Wherever references are made within these specifications to "race, creed, color, national origin or sex," they shall be construed to include "sexual orientation and marital status".

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

## ATTACHMENT "A"

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

## ATTACHMENT "A"

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of

## ATTACHMENT "A"

potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency

may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The



contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses

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and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of

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Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program

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shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.



**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

**This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

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transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR

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Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

## ATTACHMENT "A"

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**WORKER'S COMPENSATION AND LIABILITY INSURANCE**

The CONTRACTOR agrees to procure and maintain, until final acceptance by the City of the work covered by this Agreement, insurance of the kinds and in amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all operations under this Agreement whether performed by him or subcontractors. Before commencing the work, the CONTRACTOR shall furnish to the COMMISSIONER and to the City of New York a certificate or certificates, in form satisfactory to the COMMISSIONER and to the CITY, showing that he has complied with this requirement, which certificate or certificates, shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the COMMISSIONER and to the City of New York. The kinds and amounts of insurance required are as specified in Schedule "A" shown on Pages SA-1 to SA-10, in Volume 3 of 3.

This Agreement shall be void and of no force and effect unless the Contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law. (State Finance Law Section 142)

**NO FURTHER TEXT ON THIS PAGE**



**Appendix "A"**  
**STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

## Appendix "A" (cont.)

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct and examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:**

**(A) Federal Employer Identification Number And/or Federal Social Security Number.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(B) Privacy Notification.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

## Appendix "A" (cont.)

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rate of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section.

The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the NYS Department of Economic Development's Division of Minority- and Women-Owned Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this subsection, the terms of this subsection shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. CONTRACT TERMINATION PROVISION.** Refer to the City of New York Standard Construction Contract (in Volume 2 of 3), Article 64.

## LABOR AND EMPLOYMENT

The provisions of NYS Labor Law, as amended, and referred to in §102-08, *Standard Clauses for All New York State Contracts*, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization will only be considered under a subcontract approved in accordance with §108-05, *Subletting or Assigning the Contract*.

**A. Wages.** The Department will provide the Contractor with prevailing wage rate schedules. When both State and Federal wage rate schedules are provided, the Contractor shall pay the higher of the two wages and supplemental (fringe) benefits. If prevailing wage rate schedules are attached, all onsite work shall be paid prevailing wages. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at [www.labor.state.ny.us](http://www.labor.state.ny.us). All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

On-site Contractor or Subcontractor employees shall be paid prevailing wages required under the Davis-Bacon Act. In accordance with 29 CFR 5.2(l), "site of the work" is defined as the physical place or places where the construction called for in the contract will remain when work on it has been completed. Facilities such as fabrication plants, mobile factories, batch plants, borrow pits, etc. are part of the site of the work provided that they are dedicated exclusively to the performance of the contract. Not included in the site of the work are facilities whose continuance in operation are determined wholly without regard to a particular contract. Such permanent, previously established facilities are not a part of the "site of the work," even where the operations for a period of time may be dedicated exclusively to the performance of a contract.

In accordance with NYS Labor Law, Sections 220 and 220-d:

1. No laborer, worker, or mechanic, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the contract documents, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
4. The contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
  - a. the stipulated wage scale as provided in Labor Law, §220 (3), as amended, or;
  - b. the stipulated minimum hourly wage scale as provided in Labor Law, §220-d, as amended.

**B. Overtime Dispensation.** All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

**C. Payrolls.** The Contractor shall furnish the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees, (including apprentices, trainees, watch persons and guards) and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period.

Certified payrolls shall contain work class, hours worked, wage rate, payroll taxes and withholdings. Certified payrolls shall be annotated by race and gender, and shall be submitted on Form WH-347 or Form HC-231-1 for Federal-Aid contracts, and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, computer printed payroll records, which supply the required data and certifications may be used.

**D. Training.** An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

A number of sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOL-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprenticeable occupations as determined by NYSDOL or USDOL. A list of approved OJT programs can be found in the On-the-Job Training and Apprenticeship Program Construction Catalogue which is available through the Department's Office of Equal Opportunity Development and Compliance.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

## ATTACHMENT "B"

When training is required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentice(s)/ trainee(s).

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day-to-day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentice/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

**E. Public Notices.** Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Notices shall be maintained until all work on the site is complete.

**F. Federal-Aid Requirements.** No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits of any Federal-Aid highway construction project from the time of contract award or the start of work on force account until final acceptance of the work by the Department.

**NON-ASSIGNMENT OF AGREEMENT**

In accordance with Section 138 of the State Finance Law, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the City and of the Commissioner of the Department of Design and Construction and any attempts to assign the agreement without the City's written consent are null and void.

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**BID DEPOSIT**

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted by the Department of Transportation and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, or where applicable, Section 30 of the Canal Law, as amended, the moneys represented by such bid bond, certified check or Bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the State of New York; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended, or where applicable with Section 30 of the Canal Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said Department of Transportation, and comply in all respects with § 38(6) of the Highway Law, as amended, or where applicable with §30 (7) of the Canal Law, as amended, in relation to security for the faithful performance of the terms of said contract.



## NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and  
SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, 'Statement of non-collusion in bids to the state.'

1. Every bid hereafter made to the state or any public department agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 which have been 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.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2)(3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1(a).

2. Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificates as to non collusion as the act and deed of the corporation."

(A)2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

**NON COLLUSIVE BIDDING CERTIFICATION (49 CFR, 29)**

The Contractor to whom the above identified contract is to be awarded does hereby tender to the New York State Department of Transportation this sworn statement pursuant to Section 112(c) of Title 23 U.S. Code *Highway* and does hereby certify, in conformance with said 23 USC 112(c) that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

The signatory to this proposal, being duly sworn, certifies that, **EXCEPT AS NOTED BELOW**, its company and any person associated therewith in then capacity of owner, Partner, director, officer, or major stockholder (five percent or more ownership):

- 1) is not currently suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within that past three years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent Jurisdiction in any matter involving fraud or official misconduct within the past three years.

**EXCEPTIONS** – List any relevant information, attaching additional sheets if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of actions. Providing false information may result in criminal prosecution or administrative sanctions.)

**Lobbying Activity Certification [For Federal-Aid Contracts Only]**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**CONTRACTOR MUST COMPLETE THE FORM BELOW****OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No                      Yes

If yes, please answer questions 2-4. If no, skip to question 5.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No                      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No                      Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the individual or entity seeking to enter into the Procurement Contract due to the intentional provision of false or incomplete information? (Please circle):

No                      Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

**ATTACHMENT "B"**

**NON COLLUSIVE BIDDING**

**BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:**

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U.S. CONE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

**BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:**

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the Changed conditions provisions if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR, Part 29.
6. Contractor affirms that all information provided to the Department with respect to the requirements contained in State Finance Law §139j and §139k is complete, true and accurate.

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

\_\_\_\_\_  
(Legal Name of Person, Corporation, or Firm  
Which is Submitting Bid or Proposal)

BY: \_\_\_\_\_  
(Signature of Person Representing Above)

AS: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

**ATTACHMENT "B"**

**(Acknowledgment by Individual Contractor, if a Corporation)**

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behave of said Corporation by order of the Board of Directors of said Corporation.

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

**(Acknowledgment by Co-Partnership Contractor)**

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_, and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_ for the uses and purposes mentioned therein.

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

**(Acknowledgment by Individual Contractor)**

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

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



MA 2A (03-09-33)  
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DEBARMENT HISTORY CERTIFICATION  
CONTRACT NO. \_\_\_\_\_**

I, \_\_\_\_\_, being duly sworn, certifies that,  
(PRESIDENT OF AUTHORIZED OFFICIAL)

except as noted herein, \_\_\_\_\_ or any person  
(THE COMPANY)

associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federally Aided Projects:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental entity;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any governmental entity within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**(INSERT EXCEPTIONS HERE. ATTACH SUPPLEMENTAL SHEETS  
AS NECESSARY)**

Exceptions will not necessarily result in denial of approval, but will be considered in determining responsibility. For any exception noted herein, indicate to whom it applies, initiating governmental entity and dates of action. A material false statement willfully or fraudulently made in connection with this certification may result in rendering the company not responsible for the project and any future projects, and in addition may subject the person making the false statement to criminal charges.

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MA 2A (03-09-33)  
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION  
DEBARMENT HISTORY CERTIFICATION  
CONTRACT NO. \_\_\_\_\_**

**GOVERNMENTAL ENTITY:**

Governmental Entities shall include any/all city, state and federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, and local development corporations.

**COMPANY:**

Companies shall include the persons or affiliates for which a suspension or debarment decision has been rendered, and shall include all subsidiaries, divisions and other organizational elements thereof unless said decision is limited by its terms to one or more specifically identified individuals or organizational elements or to specific types of transactions.

**PERSON:**

Persons shall include any individual, corporation, partnership, association or legal entity however organized, including any subsidiary of the foregoing.

**SUBSIDIARY:**

Subsidiaries shall include any corporation, partnership, association or legal entity however organized, which is owned or controlled by another person.

**AFFILIATE:**

Persons are affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third person owns, controls, or has the power to control both.

**CONTROL:**

Control shall be taken to mean the power to exercise, either directly or indirectly, a controlling influence over management, policies or activities of a person, whether through ownership of voting securities, through one or more intermediary persons, or otherwise. Indications of control shall include, but not be limited to: a person who owns or has the power to vote more than 25 percent of the voting securities of another person, or 25 percent of the total equity if the other person has no voting securities; interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and establishment, following debarment, suspension or other exclusion decision, of any organization or entity which is to operate in the same business or activity and is to have substantially the same management, ownership or principal employees as the debarred, suspended or excluded person.



**APPENDIX C**

**LOBBYING ACTIVITY CERTIFICATION**  
**[FOR FEDERAL-AID CONTRACTS ONLY]**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## APPENDIX C

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

## APPENDIX C

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

**ATTACHMENT "B"**

APPROVED BY OMB  
0346-004

REPORTING ENTITY: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

Authorized for Local Reproduction - Standard form LLL

4 of 4

A2-B21

**NOTICE TO ALL PROSPECTIVE BIDDERS  
FEDERAL-AID CONTRACTS**

**ASSURANCE OF NON-DISCRIMINATION**

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

1/17/79  
5/1/79  
6/3/81  
5/9/85

L8/3/2010

**SUBCONTRACTS**

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the Regional Director.

Rev. 2/27/70  
4/20/72  
8/30/73  
12/7/76

MEMORANDUM  
Department of Transportation

TO: DIVISION DIRECTORS  
FROM: JOAN McDONALD, Commissioner  
SUBJECT: USDOT Title VI Assurance  
DATE: July 20, 2011

A handwritten signature in dark ink, appearing to read "Joan McDonald", written over the "FROM" line of the memorandum header.

The Federal Highway Administration requires that transportation agencies in all fifty states execute a Title VI Assurance affirming their continued commitment to Title VI of the Civil Rights Act of 1964, as amended. I have executed the attached updated Title VI Assurance (the "2011 Title VI Assurance") on behalf of the Department.

The 2011 Title VI Assurance reflects the Department's long-standing policy to ensure equal opportunity and to prevent and eliminate discrimination in every DOT program, facility, and operation on the basis of race, creed, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or military status.

The 2011 Title VI Assurance requires that the Department include *specific* language in all of its solicitations, contracts, permits, licenses, leases and documents transferring real property. In some cases, the language required by the 2011 Title VI Assurance will supplement the Department's existing equal opportunity and non-discrimination provisions.

Each Department program area must, with all due alacrity, add the specific language required by the 2011 Title VI Assurance to applicable documents. The most efficient way to accomplish this is through the use of appendices (Appendix 1, 2, 3, and 4 that are attached to this memo). These appendices contain the language set forth in Appendices A, B, and C of the USDOT Title VI Assurance.

**Please note:** There is an important change to the usage of Appendix 3, relating to transfers of property or interests in property acquired through the use of federal funds. All other Appendices remain unchanged.

**Appendix 1** relates to all contracts (whether federally aided or not). It must be included in all new contracts for which the Department issues the solicitation *after the date of this directive*.

**Appendix 2** relates to all solicitations (whether federally aided or not). It must be included in all new contract solicitations, requests for proposals or invitations for bid that the Department issues *after the date of this directive*.

**Appendix 3** relates to all transactions affecting real property that the Department acquired or improved (whether federally aided or not).

a) For non-permanent property rights transfers

Appendix 3 must be included in any future deeds, leases, permits, licenses, U&O agreements, or similar agreements that the Department issues after the date of this directive and that provide for (a) the subsequent transfer of property that the Department acquired or improved; or (b) the construction, use of, or access to space on, over, or under such real property.

b) For permanent property rights transfers

Appendix 3 must be included only where the real property will continue to be used for transportation purposes via any future Deeds (or similar instruments permanently transferring or abandoning property rights) that the Department issues after the date of this directive and that provide for (a) the subsequent transfer of property that the Department acquired or improved; or (b) the construction, use of, or access to space on, over, or under such real property.

**Appendix 4** relates only to transactions in which the Department acquires real property, or an interest in real property, from the United States. Appendix 4 must be included in any future deeds that are first presented to the other party after the date of this directive.

**ATTACHMENT "C"**

Please ensure that the appropriate appendices are added immediately to all applicable NYSDOT documents. It is the responsibility of each Division Director to inform the Office of Civil Rights and the Division of Legal Affairs that your division is in compliance with this directive.

The Division of Legal Affairs will assist your staff with questions about the documents to which the new Appendices must be added. The Office of Civil Rights is available to assist with other questions regarding any policy impacts resulting from the implementation of the Title VI Assurance.

Thank you for your immediate cooperation.



## APPENDIX 1

*To be included in all contracts*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2

*To be included in all written solicitations,  
requests for proposals  
or invitations for bid*

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written Department solicitation, request for proposal or invitation for bid that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

## APPENDIX 3

*To be included in deeds, leases, permits,  
licenses, U&O Agreements, or similar agreements that provide for:*  
(a) *the subsequent transfer of property that the Department acquired or improved; or*  
(b) *the construction, use of, or access to space on, over or under such real property;*  
*where the property will continue to be used for transportation purposes*

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs; personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made, over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall construct such improvements and maintain and operate such facilities and services such that: (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

Where a Reverter clause necessary to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended, is included in a license, lease, permit or other transfer not requiring a deed, the following applies:

That in the event of breach of any of the above nondiscrimination covenants, the New York State Department of Transportation shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

Where a deed transferring property interests includes a covenant running with the land, the following applies:

That in the event of breach of any of the above nondiscrimination covenants, The New York State Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the New York State Department of Transportation and its assigns.

## APPENDIX 4

*To be included in deeds for  
property acquired directly from the United States*

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States to the New York State Department of Transportation.

**(GRANTING CLAUSE)**

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the New York State Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with The Surface Transportation Assistance Act of 1982, the Surface Transportation and Uniform Relocation Assistance Act of 1987, the Intermodal Surface Transportation Efficiency Act of 1991, and/or the Transportation Equity Act of the 21<sup>st</sup> Century, as well as the Regulations for the Administration of Transportation Programs and the policies and procedures prescribed by the Federal Highway Administration, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the New York State Department of Transportation all the right, title and interest of the Department of Transportation in and to said, lands described in Exhibit "A" attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the New York State Department of Transportation and its successors forever, subject, however, to the convenient, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the New York State Department of Transportation, its successors and assigns.

The New York State Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed, and (2) that the New York State Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures, and as said Regulations may be amended.

(REVERTER CLAUSE)

When it is determined by the United States that a Reverter clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended, the following applies:

That in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

**PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW,  
PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND  
MATERIALS ON FEDERAL & STATE CONTRACTS**

**GENERAL PROVISIONS.** All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

**CONVICT LABOR.** No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

**SELECTION OF LABOR.** No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

**WAGE RATES ON FEDERAL AID PROJECTS.** Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

**CONSTRUCTION BY FEDERAL AGENCIES.** When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

**NON-DISCRIMINATION.** Employment shall be provided without regard to race, color, religion, sex, or national origin.

**CONVICT-PRODUCED MATERIALS.** The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.

b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.

c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

**FEDERAL WAGE RATES**



General Decision Number: NY120003 08/03/2012 NY3

Superseded General Decision Number: NY20100003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond  
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single  
family homes and apartments up to and including 4 stories),  
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/10/2012
3	02/17/2012
4	03/16/2012
5	03/23/2012
6	04/06/2012
7	05/04/2012
8	05/11/2012
9	05/25/2012
10	06/01/2012
11	06/15/2012
12	06/29/2012
13	07/06/2012
14	07/20/2012
15	08/03/2012

ASBE0012-001 01/02/2012

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 61.08	26.59
HAZARDOUS MATERIAL HANDLER.....	\$ 30.00	9.10

BOIL0005-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 47.98	32%+21.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial  
Day, Independence Day, Labor Day and Good Friday, Friday  
after Thanksgiving, Christmas Eve Day and New Year's Eve

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BRNY0001-001 07/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 51.54	22.19
MASON - STONE.....	\$ 58.86	25.61

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BRNY0001-002 06/01/2011

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 37.55	26.10

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BRNY0004-001 01/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 51.53	25.60

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BRNY0007-001 01/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.86	28.55
TERRAZZO WORKER/SETTER.....	\$ 44.39	28.55

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BRNY0020-001 01/01/2011

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.20	24.93

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BRNY0024-001 07/01/2012

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS.....	\$ 38.03	20.90

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BRNY0052-001 12/05/2011

	Rates	Fringes
Tile Layer.....	\$ 49.64	26.91

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BRNY0088-001 12/05/2011

	Rates	Fringes
TILE FINISHER.....	\$ 39.28	23.91

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CARP0001-009 07/01/2008

	Rates	Fringes
Carpenters:		
Carpenters & Soft floor		
layers.....	\$ 43.02	35.96

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CARP0740-001 07/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 46.19	44.93

CARP1456-004 01/01/2011

	Rates	Fringes
Dock Builder & Piledrivermen DOCKBUILDERS.....	\$ 46.21	38.36

CARP1456-005 01/01/2011

	Rates	Fringes
Diver Tender.....	\$ 41.16	38.46
Diver.....	\$ 58.01	38.46

CARP1536-001 10/01/2010

	Rates	Fringes
Carpenters: TIMBERMEN.....	\$ 42.63	31.32

ELEC0003-001 11/09/2011

	Rates	Fringes
ELECTRICIAN Electricians.....	\$ 51.00	23.672
Jobbing, and maintenance and repair work.....	\$ 25.30	15.13+a

## PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,  
Washington's Birthday, Memorial Day, Independence Day,  
Labor Day, Columbus Day, Election Day, Thanksgiving Day,  
the day after Thanksgiving Day, and Christmas Day

ELEC1049-001 04/06/2008

## QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution		

line work. Fiber optic,  
telephone cable and equipment)

Groundman.....	\$ 24.83	17.91
Heavy Equipment Operator....	\$ 33.10	17.91
Lineman and Cable Splicer...	\$ 41.38	17.91
Tree Trimmer.....	\$ 23.06	9.84

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ELEV0001-002 03/17/2012

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 55.20	26.105+a+b
Modernization and Repair....	\$ 43.79	25.955+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

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\* ENGI0014-001 07/01/2012

	Rates	Fringes
Pavement equipment operator		
Asphalt Plants.....	\$ 51.32	25.88+a
Asphalt roller.....	\$ 60.85	25.88+a
Asphalt spreader.....	\$ 62.51	25.88+a
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 81.09	25.88
GROUP 10.....	\$ 58.43	25.88
GROUP 11.....	\$ 54.50	25.88
GROUP 12.....	\$ 55.73	25.88
GROUP 13.....	\$ 56.19	25.88
GROUP 14.....	\$ 42.11	25.88
GROUP 15.....	\$ 39.03	25.88
GROUP 2.....	\$ 66.70	25.88
GROUP 3.....	\$ 68.86	25.88
GROUP 4.....	\$ 67.21	25.88
GROUP 5.....	\$ 65.86	25.88
GROUP 6.....	\$ 63.18	25.88
GROUP 7.....	\$ 64.38	25.88
GROUP 8.....	\$ 62.51	25.88
GROUP 9.....	\$ 61.14	25.88
Steel erector		
Compressors, Welding Machines.....	\$ 39.86	24.15
Cranes, Hydraulic Cranes,		

2 drum derricks,		
Forklifts, Boom Trucks.....\$ 67.71		24.15
Three drum derricks.....\$ 70.50		24.15
Utility Laborer		
Horizontal Boring Rig.....\$ 56.24		24.15
Off shift compressors.....\$ 46.38		24.15
Utility Compressors.....\$ 36.37		24.15

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

## PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add	.50
150' to 249' boom - add	.75
250' to 349' boom - add	1.00
350' to 450' boom - add	1.50

## Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75  
 150' to 249' boom - add 2.00  
 250' to 349' boom - add 2.25  
 350' to 450' boom - add 2.75  
 Tower crane - add 2.00

## FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday;  
 Washington's Birthday; Memorial Day; Independence Day;  
 Labor Day; Veterans Day; Columbus Day; Election Day;  
 Thanksgiving Day; and Christmas Day; provided the employee  
 works one day the payroll week in which the holiday occurs.

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 \* ENGI0014-002 07/01/2012

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 58.57	24.15
GROUP 2.....	\$ 62.15	24.15
GROUP 3.....	\$ 61.06	24.15
GROUP 4.....	\$ 55.46	24.15
GROUP 5.....	\$ 41.32	24.15

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom  
 trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine),  
 plaster bucket, concrete pump and all other equipment used  
 for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete  
 work), paint spraying, sand blasting, pumps (with the  
 exclusion of concrete pumps), house car (settlement basis  
 only), all engines irrespective of power (power pac) used  
 to drive auxiliary equipment, air, hydraulic, etc., boilers

## Premiums for Cranes:

100'-149' boom - add 1.75  
 150'-249' boom - add 2.00  
 250'-349' boom - add 2.25  
 350'-450' boom - add 2.75  
 Tower cranes add 2.00

## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday,  
 Memorial Day, Independence Day, Labor Day, Veteran's Day,  
 Columbus Day, Election Day, Thanksgiving Day, and Christmas  
 Day, provided the employee works one day in the payroll  
 week in which the holiday occurs

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 IRON0040-002 07/01/2012

## BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 45.55	49.15

IRON0046-003 07/01/2011

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 40.00	24.97

IRON0197-001 07/01/2012

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 40.50	35.93

IRON0361-002 07/01/2012

## KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 45.55	49.15

IRON0580-001 01/01/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 41.50	39.27

LABO0006-001 07/01/2011

	Rates	Fringes
Laborers: BUILDING CONSTRUCTION CEMENT AND CONCRETE WORKERS.....	\$ 38.98	26.08

\* LABO0029-001 07/01/2012

	Rates	Fringes
Laborers: Heavy Blasters (hydraulic trac drill).....	\$ 41.30	29.25
Blasters.....	\$ 40.55	29.25
Hydraulic Trac Drill.....	\$ 29.92	29.25
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk		

Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 34.64	29.25
Powder Carriers.....	\$ 31.08	29.25
Wagon; Airtrac; Quarry Bar Drill Runners.....	\$ 35.07	28.00

LABO0078-001 12/01/2011

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION		
ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc).....		
	\$ 35.10	14.85

LABO0079-001 07/01/2012

	Rates	Fringes
Laborers Building Construction		
Demolition Laborers		
Tier A.....	\$ 33.37	17.97
Tier B.....	\$ 22.67	12.18
Mason Tenders.....	\$ 32.99	20.56

## CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147-001 07/01/2003

	Rates	Fringes
LABORERS (FREE AIR & TUNNEL).....	\$ 28.86	30.51

Maintenance Men, Inside Muck Lock Tenders, Pump Men, Electricians, Cement Finishers, Caulkers, Hydraulic Men, Shield Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel



Laborers, Mole Nipper (one (1) Mole Sipper per Working  
Shaft per Shift for up to and including Two (2) Moles

LABO0731-001 07/01/2011

	Rates	Fringes
Laborers:		
Building, Heavy and Residential Construction		
UNSKILLED.....	\$ 38.20	30.27
UTILITY LABORER.....	\$ 38.05	30.27
Heavy & Highway Construction		
LABORER/EXCAVATION (Asbestos, Lead, Hazardous Waste Removal (including soil).....	\$ 36.64	26.21

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2011

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer..	\$ 38.34	30.25
FORMSETTERS.....	\$ 42.21	30.25
LABORERS.....	\$ 38.34	30.25
Landscape Planting & Maintenance.....	\$ 38.34	30.25
Maintenance Safety Surface..	\$ 38.34	30.25
Slurry/Sealcoater/Play Equipment Installer.....	\$ 38.34	30.25
Small Equipment Operator (Not Operating Engineer).....	\$ 28.94	15.55+a
Small Equipment Operator (Not Operating Engineer)...	\$ 38.34	30.25
Small Power Tools Operator..	\$ 38.34	30.25

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day,  
Columbus Day, Election Day and Thanksgiving Day, provided  
the employee has worked one (1) day in the calendar week in  
which the said holiday occurs.

LABO1010-002 07/01/2011

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 44.86	30.25
Raker.....	\$ 44.37	30.25
Screedperson.....	\$ 44.86	30.25
Shoveler (Production Paving Only).....	\$ 41.08	30.25
Small Equipment Operator		

(Asphalt).....	\$ 41.08	30.25
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* PAIN0009-001 05/01/2012		
	Rates	Fringes
GLAZIER.....	\$ 40.00	32.89
Painters:		
Painters, Drywall		
Finishers, Lead Abatement		
Worker.....	\$ 35.00	20.64
Spray, Scaffold and		
Sandblasting.....	\$ 38.50	20.87
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PAIN0806-001 10/01/2011		
	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 46.25	31.58
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PAIN1974-001 06/27/2012		
	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 43.32	22.01
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PLAS0262-001 02/01/2012		
BRONX, NEW YORK AND RICHMOND COUNTIES:		
	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80
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PLAS0262-002 02/01/2012		
KINGS AND QUEENS COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 40.78	26.80
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PLAS0530-001 08/03/2005		
	Rates	Fringes
PLASTERER		
DRYWALL PLASTERERS.....	\$ 37.03	18.30
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PLAS0780-001 07/01/2011		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 49.50	38.95
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PLUM0001-001 01/01/2012		
	Rates	Fringes

## PLUMBER

MECHANICAL EQUIPMENT AND  
SERVICE

Any repair and/or  
replacement of the  
present plumbing system  
that does not change the

existing roughing.....	\$ 32.56	15.20
PLUMBERS:.....	\$ 51.76	36.91

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PLUM0638-001 06/27/2012

Rates

Fringes

## PLUMBER

SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 51.25	49.54

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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ROOF0008-003 06/01/2010

Rates

Fringes

ROOFER.....	\$ 37.75	28.86
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SHEE0028-002 09/15/2011

Rates

Fringes

## SHEET METAL WORKER

BUILDING CONSTRUCTION.....	\$ 48.90	36.00
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

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TEAM0282-001 07/01/2012

Rates

Fringes

## Truck drivers:

## TRUCK DRIVERS:

Asphalt.....	\$ 37.47	38.5525+a
Euclids & Turnapulls.....	\$ 37.57	38.5525+a
High Rise.....	\$ 42.00	36.9125+a

## FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

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TEAM0813-001 12/01/1998

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 19.49	3.61+a
GROUP 2.....	\$ 19.76	3.61+a
GROUP 3.....	\$ 19.90	3.61+a
GROUP 4.....	\$ 20.23	3.61+a
GROUP 5.....	\$ 20.40	3.61+a
GROUP 6.....	\$ 21.29	3.61+a
GROUP 7.....	\$ 22.40	3.61+a
GROUP 8.....	\$ 19.90	3.61+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Two (2) Personal Days, and any holiday or day of mourning proclaimed as such by the State or Federal Government.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Closed body trucks with self contained loading unit up to and including 22 yard capacity

GROUP 2: Open trucks, rack body or trucks with no self contained mechanical loading device, up to 22 yard capacity. One-container tractor hoist

GROUP 3: 10 wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or any trucks 22 yards to and including 25 yards capacity

GROUP 4: Rubbish and garbage trucks, 26 yards to and including 31 yards

GROUP 5: Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal

GROUP 6: Roll-off trucks up to and including 42 yard capacity

GROUP 7: Roll-off truck with more than 42 yard capacity or any tractor trailer trucks

GROUP 8: One-container tractor hoist on construction and alteration debris removal

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**"BUY AMERICA" REQUIREMENTS & WAIVERS**

**GENERAL BUY AMERICA BID REQUIREMENTS AND DEFINITION.** In accordance with New York State Department of Transportation Official Order No. 1511 establishing consistency for application of Section 146 of the State Finance Law, and Section 165 of the U. S. Surface Transportation Act of 1982, as amended, the Bidder must submit a bid based on permanently incorporating only domestic steel and/or iron in the construction of this contract.

The Bidder may also submit a bid based upon being allowed to permanently incorporate foreign steel and/or iron into the work of the contract. If the Bidder chooses to submit such a bid, the Bidder should purchase an additional proposal for this contract and legibly print the following in ink on the proposal cover and at the bottom of the proposal sheet which contains the phrase "Total gross sum written in words": TOTAL BID BASED UPON USING FOREIGN STEEL AND/OR IRON.

When bids are submitted based upon domestic and foreign steel and/or iron, both bids are to be submitted in the same envelope.

To qualify as domestic, all manufacturing processes (including the fabrication of any product containing steel and/or iron) must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw material used in the steel and/or iron may be imported. All manufacturing processes to produce steel and/or iron products must occur domestically. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel and/or iron products. Waste products would include scrap; i.e., steel and/or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad tracks, and the like. Also, steel and/or iron trimmings from mills or product manufacturing are considered waste. Extracting, crushing, and handling the raw material which is customary to prepare them for transporting are exempt from Buy America.

**AWARD OF CONTRACT.** Award of this contract will be made to the lowest bidder who submits the lowest total bid based upon furnishing domestic steel and/or iron unless such total bid exceeds the lowest total bid based upon furnishing foreign steel and/or iron by more than 25 percent, in which case award will be made to the lowest responsible bidder based upon furnishing foreign steel and/or iron.

**CONTROL OF MATERIALS.** All items, regardless of origin, shall comply with their individual specification requirements. In the event the contract is awarded based upon using only domestic steel and/or iron, the Contractor must supply only domestic steel and/or iron and will be paid the domestic steel and/or iron bid prices. The Contractor will be responsible for ensuring that the domestic steel and/or iron is supplied in conformance with the above referenced laws. Such responsibility extends to informing all affected subcontractors and material suppliers of these specific requirements and ascertaining that steel and/or iron being supplied is in conformance with the standard specifications.

## ATTACHMENT "E"

In the event that the contract is awarded based upon being allowed to permanently incorporate foreign steel and/or iron in the work, the Contractor may supply either domestic or foreign steel and/or iron and will be paid the foreign steel and/or iron bid prices. If the contract is awarded based upon the domestic steel and/or iron bid, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron if the combined cost of such materials does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron will be that shown to be the value of the steel and/or iron products as they are delivered to the project.

**BUY AMERICA WAIVERS.** In addition to the award of a bid based on foreign steel and/or iron materials, waivers to the Buy America requirement may be requested by the State to the Division Federal Highway Administration if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver. For Federally Aided contracts, final approval of the Buy America Waiver request will be made by the Division Federal Highway Administration and concurred with by the Director, Construction Division. For non-Federally Aided contracts, upon final approval of the affected Department program areas, notification and approval of the Buy America Waiver request will be made by the Director, Construction Division.

**Note: The following is a list of materials or products which have been granted waivers or exclusions from the "BUY AMERICA" provisions:**

1. Hollow 'I'-shaped steel extrusions
2. NYCDEP Water Main castings such as valves, mechanical joint fittings and hydrants. However, this does not release the remainder of the contract from "Buy America" requirements, including all steel pipe, straight full length ductile iron pipes, frames and grates for catch basins, and street lighting.



**CERTIFICATIONS AND TRACKING OF FOREIGN STEEL/IRON.** In order to ensure compliance with this contract requirement, all manufacture's certifications for steel and/or iron and items including steel and/or iron must contain a statement of domestic origin, and material suppliers must certify that what they provide is the same material certified by the manufacturer. If the material or product certification does not properly identify conformance to the specification the product will be rejected and must be removed from the project site. If however the manufacturer and/or material supplier requests to leave the product in place and provide a revised certification only, the revised certification must be accompanied with a letter of explanation to the satisfaction of the Resident Engineer. The explanation shall indicate the basis for using the revised certification rather than the original supplied. The letter shall also include corrective action to assure that future certifications will be representative of the material or product supplied. The letter must be signed by a company representative that can legally bind the firm.

If the Contractor proposes to use foreign steel/iron in small amounts under the threshold, the amount allowed will be based on the material price to the Contractor, as verified by invoice and approved by the Resident Engineer. The amount is cumulative for the entire contract, so subsequent requests will have to be added to any previous requests before comparison to the allowable threshold.

The "Buy America" contract specification does not apply to iron or steel that is to be used for temporary means which will be removed during or at the end of the project.

**DEFINITIONS:**

**Steel** - Steel material of any type, including welding rod.

**Iron** - Iron material of any type, including cast and ductile iron, but not pig iron.

**Domestic** - The 50 States, the District of Columbia, Puerto Rico and territories/possessions of the US.

**Foreign** - Any location other than those defined as Domestic.

**Manufacturing Processes** - Steel and/or iron manufacturing processes must be domestic; e.g. manufacture, fabrication, grinding, drilling, welding, finishing and coating of steel. Ore, scrap, and pig iron may be foreign or domestic; however, transformation into steel and/or iron and all subsequent processes and fabrication must be domestic. The fabrication of composite items using domestic steel (e.g. casting reinforced concrete box culvert using reinforcing cut and bent to final shapes) is not considered a manufacturing process, and the composite item is acceptable.

**Fabricated Product Containing Steel and/or Iron** - Items, products or materials containing any amount of steel and/or iron materials; e.g., a metal pipe may be steel or iron, a reinforced concrete pipe contains steel, a prestressed beam contains steel, iron castings are iron, a steel beam is steel and steel laminated bridge bearings contain steel.

**(NO TEXT ON THIS PAGE)**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**[SEE SECTION 102-11 OF THE  
NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

# ATTACHMENT "F"

## GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
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
Carpenters.....	27.6 to 32.0
Steam Fitters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
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
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

### GOALS FOR WOMEN

#### Female Goals -6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

**THESE MUST BE INCLUDED IN EACH BID ROPOSAL REGARDLESS OF WHOSE SPECIFICATIONS ARE USED.**

NO TEXT

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS**  
**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**UTILIZATION REQUIREMENTS**

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goal for this contract. The goal is expressed as a percentage of the total bid price. It is the Contractor's responsibility to secure utilization in the work of the contract by DBEs in satisfaction of the goal, and to document satisfactory good-faith efforts taken to fulfill the goal. **DBE firms must be certified by New York State Department of Transportation Equal Opportunity Development and Compliance ("EODC") for all items to be performed.** Utilization is measured as the amount actually paid to DBEs, not the contract bid price for the work.

Disadvantaged Business Enterprise Utilization Goal 13 %

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation  
Office of Civil Rights  
50 Wolf Road  
POD 6-2  
Albany, NY 12232  
(518) 457-1128 or 457-1129

**Disadvantaged Business Enterprise Officer**

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

Bidder-Designated DBE Officer: \_\_\_\_\_  
(Name, Title)

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

**RETURN THIS PAGE WITH BID.**

REQUIRED IN ALL CONTRACTS OF \$1,000,000 OR MORE. The DBE program is similar to, but different from, local or state programs which call for the participation of MBE's and WBE's. On Federal Aid projects, all participation shall be geared toward DBE's. The Office of Civil Rights (OCS) is responsible for certifying DBE firms in New York State. Local requirements for MBE/WBE participation shall be omitted from Federal Aid contracts.

**DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS  
FOR FEDERAL AID CONTRACTS**

**[SEE SECTION 102-12 OF THE  
NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

**Contract Requirements****REQUIREMENTS REGARDING TRAINING IN FEDERAL AID CONTRACTS  
TRAINING SPECIAL PROVISION**

**GENERAL.** The primary objective of this Training Special Provision is to provide training opportunities to minority and disadvantaged<sup>1</sup> persons and women in construction trades for two purposes:

1. To maintain a pool of qualified minority and disadvantaged persons and women to replace those journeyworkers<sup>2</sup> who, to the natural course of events, will leave the workforce; and
2. To provide minority and disadvantaged persons and women as indentured apprentices or trainees in those geographic areas where shortages in minority and women journeyworkers are recognized because the Contractor's inability to meet the Equal Employment Opportunity (EEO) goals set forth in this contract.

This work shall consist of the employment and meaningful and effective training of minority and disadvantaged persons and women in training programs approved by the N.Y.S. Department of Transportation leading to their qualifications as journeyworkers in the skilled trades required in highway construction. This Training Special Provision supplements the Equal Employment Opportunity requirements included elsewhere in this Proposal entitled either "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) or "Equal Employment Opportunity Requirements." Each of the foregoing prescribe specific percentage goals for utilization of minorities and women in the performance of work for the geographic area location of the Contract.

Each contract which contains this Training Special Provision shall require the training of at least one minority or woman indentured apprentice or trainee. Such individual shall be either approved or selected by the Owner with concurrence by the Department of Transportation. Other than this initial training obligation, to be undertaken and provided by the Contractor, no additional training obligations will exist under this Training Special Provision unless the goals for minority and women employment and training in the skilled workforce (exclusive of laborers) are not continuously met on the contract and generally distributed amongst the trades. In the five counties of New York City, the goals specified for each trade are applicable. Whenever the goals are not met, additional minority and/or women indentured apprentices and/or trainees will be assigned or approved in numbers necessary to meet the goals. Data necessary to determine if goals are being met will be provided on Contractor and Subcontractor Monthly Employment Utilization Reports (Form AAP 33LL) submitted by the Contractor on a monthly basis to the Engineer-in-Charge of construction contract, or other agent of the Owner responsible for administering the contract, or other forms approved by the Department of Transportation.

The data will be verified by the visual observance of the Engineer-in-Charge, or designated project inspectors, or other agent of the Owner, and hours of employment reported on Contractor and Subcontractor certified weekly payrolls. The number of minority and women indentured apprentices and trainees required to be trained under this item shall not exceed the equivalent of 12 1/2% of the total journeyworker workforce on the contract (counted in hours worked), i.e., no more than 1 in 8 of the skilled workforce is required to be a minority or woman indentured apprentice or trainee. This limitation applies regardless of minority or women representation in the trades. However, this limit on required training in no way absolves the Contractor of the responsibility to comply with the EEO contract requirements.

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<sup>1</sup> Disadvantaged means a person who is either. (a) a member of a family the receives public assistance, or (b) a member of a family whose income during the previous six (6) months or an annualized basis, was such that (1) the family would have qualified for public assistance, if it had applied for such assistance; or (2) it does not exceed the poverty level. NOTE: The name, address, and social security number of candidates to be trained under the disadvantaged criteria must be submitted to the Owner accompanied by related economic documentation for approval prior to commencing training.

<sup>2</sup> Journeyworker means a person who is capable of performing all the duties within a trade or a given work classification of a trade approval prior to commencing training, subject to concurrence by the Department of Transportation.



## Contract Requirements

### REQUIREMENTS REGARDING TRAINING ON FEDERAL AID CONTRACTS

**PRECONSTRUCTION MEETING.** Before the Contractor will be allowed to begin work, the Contractor shall attend a Preconstruction Meeting and shall submit for the Owner's use and acceptance, a Manpower and Training Utilization Schedule (Form AAP 35LL) which shall be correlated to the Contractor's work schedule. The Schedule shall include at least the following information:

1. A work schedule for the entire contract,
2. An estimate of the work force required to conform to the work schedule on a monthly basis including an estimate of the work force in each trade and/or work classification projected to be used,
3. Separate estimates of the number of minority and women indentured apprentices or trainees that would be required in each skilled trade to meet the contract EEO employment goals for that trade assuming no minority or women journeyworkers in the workforce,
4. The approved training programs to be used and the proposed starting dates for training in each trade and/or work classification,
5. An estimate of the availability of minority and women journeyworkers in numbers sufficient to meet the EEO contract goals, and
6. Any proposal by the Contractor to use trainees or indentured apprentices to make up for anticipated EEO goal shortfalls. Such proposals shall include the name and craft of any individual proposed by the Contractor as the required trainee or indentured apprentice. In the case of an indentured apprentice, evidence of indentureship and registration of the approved apprenticeship program must be included.

No contract work may be undertaken until the Owner has accepted the Schedule and obtained the concurrence of the Department of Transportation. The Contractor shall submit a revised Manpower and Training Utilization Schedule at such times as major changes in the contract work schedule or a significant workforce buildup occurs which substantially affect the previously submitted Schedule.

**RECRUITMENT.** Although the training requirements of this Training Special Provision are not intended, and shall not be used to discriminate against any applicant for training, whether a member of a protected class or not, it is recognized that non-minority males have traditionally been and continue to be trained, either formally or on-the-job in an informal manner, for in the trades utilized in construction work. Therefore, until such time that representative numbers of minorities and women complete training and their utilization as journeyworkers is demonstrated to the extent of the participation goals set forth in the Department of Transportation's construction contracts, training required under this Training Special Provision will be primarily limited to minorities, women, and disadvantaged individuals.

Thus, the Contractor shall demonstrate compliance with the intent of this Training Special provision by affording the Owner, with the concurrence of the Department of Transportation's appropriate Regional Compliance Specialist (RCS), the opportunity to:

1. First, approve the use of a minority or woman indentured apprentice known to the Contractor through an existing Joint Apprenticeship Training Program, or
2. Second, provide a partially-trained minority or woman trainee who is currently enrolled in a New York State Department of Transportation approved training program, or
3. Third, work cooperatively with the Contractor in recruitment of new minority or women trainees, when needed.

In conformance with the foregoing, the Contractor should submit a Department of Transportation Form AAP-17, Request for Personnel, to the Owner at the Preconstruction Meeting, and the Owner should seek concurrence of that from Department of Transportation's Regional Compliance Specialist. The Contractor is responsible for ensuring that on-the-job orientation for approved indentured apprentices or assigned trainees is provided to such individuals within their first month of employment.

## Contract Requirements

**WORK HISTORY.** No individual shall be employed as a trainee or indentured apprentice in any trade and/or work classification in which such person has successfully completed a training course providing journeyworker status in the same trade or work classification, or in which such person has been gainfully employed as a journeyworker by virtue of informal on-the-job training. Detection of individuals in the above categories may be accomplished by including appropriate questions on employee application forms, inquiries to the Department of Transportation Regional Compliance Specialist, checking personal references, or by other suitable means. Regardless of the method used, the Contractor shall document the findings for each indentured apprentice or trainee provided training under this requirement. A copy of the findings shall be given to the Owner's Engineer or agent in charge of the project, who shall request concurrence of the Department of Transportation. In the case of indentured apprentices, evidence of indentureship in a registered approved apprenticeship program shall also be provided.

**SUBCONTRACTING.** In the event the Contractor subcontracts a portion of the contract work, the Contractor shall ensure that the requirements of this Training Special Provision are physically incorporated into such subcontracts to ensure that the workforce utilized by the Subcontractor meets the goals for minority and women employment and training, either independently or in combination with the Contractor's workforce. The Contractor must determine the hours of training, if any, and in which trade or work classifications, minority or women indentured apprentices or trainees are to be trained by the Subcontractor(s). However, the Contractor shall retain the primary responsibility for meeting the training requirements of this Training Special Provision. Subcontractors are herewith advised that disregard of these requirements may result in the Department of Transportation either rescinding approval or disapproving their use on subsequent contracts let by the Department of Transportation or on contracts let by other agencies under agreement to the Department of Transportation.

**TRAINING AND APPRENTICESHIP PROGRAMS.** The minimum length, type of training, and rate of pay for the trade or the work classification of the trade will be specified in the training program approved or sanctioned by the New York State Department of Transportation with the concurrence of the Federal Highway Administration. Both of these agencies shall approve or sanction a training program if it meets the Equal Employment Opportunity obligation of the Contractor and qualifies the trainee for journeyworker status in the trade or work classification concerned by the end of the training period. Furthermore apprenticeship programs registered with the U. S. Department of Labor, Office of Manpower Development, Apprentice Training Section, and training programs approved, but not necessarily sponsored, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are administered in a manner consistent with the Equal Employment Opportunity obligations of New York State Department of Transportation construction contracts. A copy of the training programs approved by the NYSDOT will be made available by the NYSDOT upon request by the Owner or the Contractor. The Contractor shall provide a copy of the approved apprenticeship or training program to the indentured apprentice or trainee.

Where training is to be provided under this Training Special Provision, the Contractor shall obtain acceptance or approval of the training or apprenticeship program to be used, and the starting time for training, prior to commencing training. The Contractor shall provide on-the-job training directed toward developing journeyworkers in the trade, or work classification(s) of the trade, involved. To the extent that the work involved on the contract permits, such training should include all phases and facets of a trade, or work classification of a trade, to satisfy usual construction industry requirements for continued or future employment therein. Additionally, the Contractor shall provide a minimum of 144 hours per calendar year of related classroom training at an approved facility for each individual so enrolled, in accordance with Article 23 of the New York State Labor Law, Section 815.3.

**WAGES.** Indentured apprentices will be paid at least 60 percent of the appropriate prevailing wage rate specified in the contract for the same trade or work classification for which they are being trained for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period. Trainees will be paid the appropriate prevailing wage specified in the contract for the same trade or work classification for which they are being trained.

Indentured apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits apprentices must be paid the full amount of fringe benefits listed on the wage determinations for the applicable classification. On-the-job (OJT) trainees shall be paid fringe benefits in accordance with the provisions of the prevailing wage rates.

If the trainee program does not mention fringe benefits trainees shall be paid the full amount of fringe benefits listed on the wage determinations unless the Administrator of Wage and Hour Division determines that there is an

## Contract Requirements

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apprenticeship program associated with the corresponding journeyworker wage rate on the wage determination which provides for less than full benefits for apprentices.

**DURATION OF TRAINING.** Once an indentured apprentice is approved or a trainee is assigned to the contract under this Training Special Provision, that individual shall be trained in the designated trade throughout the duration of the contract whenever such trade is in use on the contract until the trainee or indentured apprentice has completed the approved training program. Where training is provided under a multi-phase apprenticeship or training program, it is expected that training will be provided continually through all phases to the extent that opportunities for such training exist in the work under contract. Upon satisfactory completion of a phase of training under a multi-phase apprenticeship or training program, if training in the remaining phases is not available and work in the completed phase is available, the minority or woman indentured apprentice or trainee shall continue employment, and be compensated at the prevailing journeyworker wage rate for such work. Hours of employment as a journeyworker described above will not be credited toward training hours required by the approved training or apprenticeship program.

A trainee may be terminated at any time during training for excessive absenteeism, lack of punctuality accident-proneness, lack of interest, poor attitude and continued failure to conduct his/herself in a professional manner. However, termination will not occur prior to proper counseling, documentation, and notification in writing to the Owner's Engineer or agent in charge of the project, and to the Department of Transportation's Regional Compliance Specialist, and subsequently the concurrence of the Owner's engineer or agent and the NYSDOT Regional Compliance Specialist, with that termination.

**REQUIRED RECORDS.** The Contractor shall provide each minority or woman trained under this provision with a certification showing the type and length of training satisfactorily completed. In addition, the Contractor shall keep records on the job site indicating the nature and hours of training provided to each trainee or indentured apprentice documenting performance under this Training Special Provision to the Owner's Engineer or agent in charge of the project and to the Department of Transportation's Regional Compliance Specialist Form AAP-42a, Training Report will be submitted once the trainee or indentured apprentice commences training, completes training, or is terminated and each December 31st that individual is in training. Form AAP 26LL, Monthly Training Progress Report, will be submitted every month after the individual commences training. No measurement will be made of training provided to indentured apprentices or trainees for whom no work history has been provided to the Owner's Engineer or agent in charge of the project. In addition, no measurement will be made of the training provided to apprentices for whom no evidence of indentureship in a registered program has been provided to the Owner's Engineer or agent in charge of the project.

**NO PAYMENT FOR TRAINING.** No payment will be made to the Contractor for the training required by this Training Special Provision. The required training is a labor cost which is included in the unit prices bid by the Contractor for the items of work comprising the contract.

**LISTS OF OJT & REGISTERED APPRENTICESHIP PROGRAMS.** Effective April 1, 1992, the New York State Department of Transportation commenced a demonstration program in NYSDOT Regions 2, 3, 5, and 11 requiring the exclusive use of apprenticeship training to fulfill the Training Special Provision and supplement EEO goal attainment. The remaining NYSDOT Regions, contractors will be allowed to use on-the-job training (OJT) programs during the period of the demonstration project. However, only OJT programs for crafts that have been deemed as apprenticeable occupations will be approved. In order to ease the transition from OJT to apprenticeship, it is required that all OJT will participants receive related classroom instruction.

It is the policy of the New York State Department of Transportation to afford equal employment opportunity to traditionally socially and economically disadvantaged persons by providing training opportunities to minority and disadvantaged persons and women to improve their potential for construction employment. NYSDOT, therefore, provides training as a contract requirement on selected construction contracts, including those let by other agencies and local governments under an agreement with NYSDOT.

When OJT is to be provided under this Training Special Provision, the Contractor shall obtain acceptance from the Owner and NYSDOT for the OJT Program to be utilized and the starting time frame for training, prior to commencing training. Accordingly, the following is a listing of OJT programs which have been approved by the NYSDOT and the Federal Highway Administration (FHWA) for utilization in NYSDOT Regions 1, 4, 6, 7, 8, and 10.

**NOTE:** A contractor in these Regions may opt to use either OJT or apprenticeship programs. However, the use of apprenticeship programs is strongly encouraged.

**Contract Requirements**

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**REQUIREMENTS REGARDING TRAINING IN FEDERAL AID CONTRACTS**

**APPROVED OJT PROGRAMS**

1. **Carpenter**  
10.10 Carpenter Training Program (Highway and Bridge)
2. **Mason**  
20.10 Concrete Finisher/Cement Mason Training Program
3. **Operating Engineer**  
30.20 Roller & Bulldozer Operator Training Program  
30.21 Crane, Clamshell, Derrick, and Dragline Operator Training Program (1 1/2 yd. under/over)  
30.22 Roller and Front End Loader Operator Training Program (1 cu yd under/over)  
30.23 Roller and Grader Operator Training Program  
30.24 Roller and Scraper Pan Operator Training Program  
30.25 Heavy Duty Mechanic Training Program
4. **Ironworker**  
40.10 Ironworker (Reinforcing and Structural) Training Program
5. **Rodman**  
50.10 Instrument person Training Program
6. **Painter**  
60.10 Painter Training Program
7. **Welder**  
90.10 Heavy Duty Welder Training Program

## Contract Requirements

### REQUIREMENTS REGARDING TRAINING IN FEDERAL AID CONTRACTS

Apprenticeship programs registered with the U. S. Department of Labor, Bureau of Apprenticeship and Training, or with the New York State Department of Labor, Office of Manpower Development, Apprentice Training Section, and training programs approved but not necessarily sponsored by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided that they are being administered in a manner consistent with the Equal Employment Opportunity obligations of NYSDOT construction contracts.

### APPROVED APPRENTICESHIP PROGRAMS

NYS Dept. of Labor #	NYSDOT #	TITLE
1. Carpenter		
860.381.022	10.01	Carpenter Apprentice Locals # 1093,1379,1772,1292& Carpenters JAC of Nassau County
842.361.010	10.02	Lather (Carpenter)
860.381.022	10.03	Carpenter Apprentice Open Shop Association
2. Mason		
844.364.010	20.01	Cement Finisher Apprentice
861.381.018	20.02	Bricklayer & Mason Apprentice Locals #1, 9, 21, 30,34, 37, & 41, and Bricklayer JAC of New York
844.364.010	20.03	Cement Mason Apprentice
844.364.010	20.04	Cement Mason Open Shop Association
3. Operating Engineer		
859.683.010	30.01	Heavy Equipment Operator Apprentice Locals #138, 138A, 1388, & International Union of Operating Engineers
859.683.010	30.02	Equipment Operator Apprentice Locals #106, 410, 463, 545, & 832
620.261.022	30.03	Operating Engineer Apprentice-Heavy Duty Repairperson
859.683.010	30.04	Equipment Operator Apprentice Grade 7 Paving
859.683.010	30.05	Operating Engineer Open Shop Association
859.683.010	30.06	Operating Engineer Apprentice Program - Local 17
859.683.010	30.07	Operating Engineer Apprentice program - Local 825
859.683.010	30.08	Operating Engineer Universal Equipment Apprentice - Local 137
018.167.018	30.09	Field Engineer Surveyor Apprentice - Local 825
859.683.010	30.10	Heavy Equipment Operator Apprentice (International Union of Operating Engineers) - Locals 14 & 14B
4. Ironworker		
801.361.014	40.01	Ornamental Ironworker Apprentice
801.361.014	40.02	Ironworker Apprentice
5. Technical Engineer		
018.167.018	50.01	Technical Engineer Apprentice
018.167.018	50.02	Technical Engineer Surveyor Apprentice - Locals 106, 410, 463, 545, & 832
869.381.010	50.03	Rodperson Apprentice
6. Painter		
840.381.010	60.01	Painter & Decorator Apprentice
7. Electrician		
824.261.010	80.01	Electrician Apprentice Program - Locals 3 & 25

## EQUAL EMPLOYMENT OPPURTUNITY (EEO) TRAINING REQUIREMENTS

### Regions 2, 3, 5, 8 & 11 Only

The Department has a demonstration project in Regions 2, 3, 5, 8 and 11 and requires the **exclusive use of apprenticeship training** to fulfill the EEO Training Requirements and supplement EEO goal attainment. In the remaining Regions contractors may use on-the-job training (OJT) programs for crafts that have been deemed as apprenticeable occupations by the NYS Department of Labor. A list of such approved programs can be found in the publication entitled On-the-Job Training and Apprenticeship Program Construction Catalogue. Prospective bidders may obtain additional information by contacting:

NYS Department of Transportation  
Office of Equal Opportunity Development and Compliance (OEODC)  
1220 Washington Avenue, 4-G16  
Albany, NY 12232-0444  
(518) 457-1129

or:

NYS Department Of Labor (NYSDOL)  
Office of Employability Development & Apprenticeship Training  
Building 12, Room 436  
State Office Building Campus  
Albany, NY 12240  
(518) 457-6820

**NO TEXT**

**CHANGED CONDITIONS AND DISPUTED WORK PROVISIONS:**

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. Towards this goal, the Department is specifying the dispute resolution and disputed work provisions of this Section. This dispute resolution process may be undertaken at any time from the contract award to the submission of the final estimate for payment by the Department. The process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract.

If the Contractor considers its disputes unresolved after following the requirements of this Section then at any time prior to the submission of the final agreement for payment to the Department, the Contractor may request in writing a meeting with the Department, or its designated representative, to review any outstanding dispute or items of a dispute that have not been previously resolved to the satisfaction of the Contractor through the dispute resolution process. If the contractor fails to comply with the requirements of this section, any claim of the Contractor with respect thereto shall be deemed waived.

A. **TIME RELATED DISPUTES.** Whenever the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall follow the procedures set forth in this Section. All subcontracts, supply or equipment contracts shall incorporate these provisions of Dispute Resolution and Disputed Work Provisions. If such subcontracts or supply or equipment contracts do not have similar provisions, then the Department's payments to the Contractor for such subcontract or supply or equipment work shall be limited to only that which are provided by the provisions of this Section as if it were in effect for such subcontract or supply or equipment contract.

1.
  - a. The term 'dispute' shall mean a matter of contract performance or contract compensation, including granting of extensions of time, in which there is or may be disagreement between the Contractor and the Department and which may involve adjustment of contract items or the addition of new items to the contract, extension of time for performance and/or adjustments in compensation necessitated by the resolution of such disagreement.
  - b. The term 'time related dispute' shall mean any dispute arising from any event not within the Contractor's control, performance, action, force, or factor which affects the scheduled time of performance depicted in the Contractor's most recent Department approved progress schedule submitted to the Department. This Subsection is intended to cover all such events which include termination, major deductions or increases to quantities of work, Contingencies, Extra Work, Deductions, and suspension of work and cancellation of contract, Right to Suspend Work and Cancel Contract, as well as actions, forces or factors, whether they be termed 'delay', 'disruption', 'interference', 'inefficiencies', 'impedance', 'hindrance', 'acceleration', or otherwise. This subsection shall cover all such applicable events under Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions. Notwithstanding the foregoing, for time related compensation requests, the Department will compensate the Contractor for only those instances arising out of the issuance by the Department of a stop work order relative to a substantial portion of the work, or arising out of the unavailability of critical rights of way parcels, either of which are determined by the Department to significantly affect the scheduled completion of the work.



2. Strict compliance with the notice provisions of this Section and compliance with the record keeping provisions of this section and Extra, Force Account Work, Dispute Compensation and Record Keeping, shall be an essential precedent condition under the contract provisions to any recovery of time related damages by the Contractor whether it be under the contract provisions, court actions and proceedings or otherwise.
3. Except for situations that come within the terms of Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, subsection (2), Suspensions of Work, within ten work days after the Contractor has knowledge or should have had knowledge of an event, matter or occasion, that will result in time related damages, the Contractor must provide the Engineer with written notice of a dispute for time related damages.

The Department shall have no liability and no adjustment will be made for any time related damages which accrued more than ten work days prior to the filing of such a notice with the Engineer. Failure of the Contractor to give such written notice in a timely fashion will be grounds for denial of the dispute and the Department does not have to show prejudice to its interest before such denial is made. In the event the Contractor fails to provide the required written notice within the ten work day period and the Contractor demonstrates justifiable excuse or cause as determined by the Department for not providing the required written notice, then said 10 day notice period may be lengthened but only if the Contractor has maintained and submits the specified records set forth in these provisions and the Department has knowledge of the matter or occasion that may result in time related damages. In the event the Contractor fails to maintain and submit such specified records, or fails to demonstrate justifiable excuse or cause if such notice is not given, or demonstrates such justifiable excuse or cause but fails to maintain and continue to maintain and submit such specified records, the Contractor hereby agrees to waive the dispute for compensation, notwithstanding the fact that the Department may have actual notice of the facts and circumstances which comprise such dispute and is not prejudiced by said failure.

As directed by the Engineer, the work shall continue during the pendency of the dispute. The Engineer shall make the initial determination in writing on the dispute and the Contractor, if it considers the issue unresolved, shall promptly notify, within ten (10) work days after receipt of the Engineer's decision, notify the Department, in writing with copies to the Engineer of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and its rebuttal of his or her previous findings or determinations. The Department, or its designee, shall make a finding thereon and notify the Contractor of same in writing.

Adjustments of contract items, or adjustments to the time of performance, or the addition of new items to the contract necessitated by such dispute determination may be made until the time the final agreement is submitted for payment to the Department, provided that the requirements of this Section are complied with.

4. If time related damages are presumed to have been incurred and after giving the Department notice of a dispute for time related damages, the Contractor must keep daily records of all labor, material, and equipment costs and hours incurred for the affected operations. These daily records must identify each operation affected and the specific locations where work is affected. On a "weekly basis," beginning the week following the date of giving notice of a dispute for time related damages, the Contractor shall meet with the Engineer and present the daily records for the preceding week. If

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the Engineer disagrees with the accuracy, applicability, or reasonableness of any portion of the Contractor's submission, he/she shall promptly notify the Contractor who shall correct its records. If there is a dispute as to records, the Contractor must follow the requirements of this specification, Part C. The dispute shall first be submitted to the Regional Director and if unresolved will be submitted in writing to the Department or his/her designee whose decision shall be final and conclusive subject to the Contractor's right to assert a claim in New York State Court of Claims. Lack of substantial compliance with the requirements to attend weekly meetings or present its records will constitute a waiver by the Contractor of said dispute for time related damages.

5. After giving notice of a dispute for time related damages, the Contractor shall prepare and submit to the Engineer, if requested, weekly written reports until complete resolution of the dispute, which shall be available at the next scheduled job meeting, providing the following information:
  - a. Potential effect to the Contractor's schedule caused by the time related dispute;
  - b. Identification of all operations that have been affected or delayed, or are or may be affected or delayed;
  - c. Explanation of how the Department's act or omission affected or delayed each operation, and estimation of how much more time is required to complete the project;
  - d. Itemization of all extra costs being incurred, including:
    - (1) An explanation as to how those extra costs relate to the effect or delay and how they are being calculated and measured.
    - (2) Identification of all project employees for whom costs are being compiled.
    - (3) Identification of all manufacturers' numbers of all items of equipment for which costs are being compiled.
6. In addition, after submitting the required notice specified in this section, the contractor shall complete its dispute submission by complying with Extra Force Account Work, Dispute Compensation and Record Keeping, Part (E), Required Content of Dispute Submission, when such information is ascertainable by the contractor and Part (F), Required Certification of Disputes.

**B. ACCELERATION DISPUTES.** The Contractor may not maintain a dispute for costs associated with acceleration of the work unless the Department has given prior express written direction by the Engineer to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. For purposes of this Subsection, lack of express written direction on the part of the Department shall never be construed as assent.

If the Contractor does accelerate its work efforts pursuant to a written order or express written approval by the Department, the Contractor shall be compensated for its effort, in the same manner and as limited by Extra Force Account Work, Dispute Compensation and Record Keeping, Part (D). The Department, in determining whether or not any compensation under this Section is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

If the Contractor is claiming a "constructive acceleration," it must follow the requirements of this section, Part A.

C. **DISPUTED WORK.** If the Contractor is of the opinion that any work ordered by the Engineer to be done as contract work is extra work and not contract work, or that any order of the Engineer exceeds the work requirements of the provisions of the contract, the Contractor shall promptly, within ten work days of receipt of the order or direction, notify the Engineer in writing of its contentions thereto. The Contractor must progress the work as required and ordered. In the meantime, the Contractor, if it considers the issue unresolved, shall promptly, within ten work days of receipt of the Engineer's written decision, notify the Department in writing with copies to the Engineer, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and its rebuttal of their previous findings. The Department, or its designated representative, shall make a finding thereon and notify the Contractor of same in writing. If such work is determined by the Department or its designee to be extra work pursuant to the provisions of this Section, compensation will be made pursuant to Extra Force Account Work, Dispute Compensation and Record Keeping, Part (B). In addition, after submitting the required notice specified in this section, the contractor shall complete its dispute submission by complying with Extra Force Account Work, Dispute Compensation and Record Keeping, Part (E), Required Content of Dispute Submission, when such information is ascertainable by the contractor and Part (F), Required Certification of Disputes. This subsection shall cover all such applicable extra work under Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions. During the progress of such disputed work, the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Extra Force Account Work, Dispute Compensation and Record Keeping, Part (C), Force Account Reports.

If the Department or its designated representative determines that the work in question is contract work and not extra work, or that the order complained of is proper, he/she shall again direct the Contractor to continue the disputed work and the Contractor must promptly comply. The Contractor's right to pursue a dispute under this Section for extra compensation or damages will not be affected in any way by the Contractor's complying with the directions of the Department or Engineer to proceed with the work, provided the Contractor continues to keep and furnish the Engineer with Force Account Reports as specified in Extra Force Account Work, Dispute Compensation and Record Keeping, Part (C), Force Account Reports.

If the Department, or its designated representative, determines that such work is extra work and not contract work, or that the order complained of is not proper, then the Department or his/her designated representative shall have prepared, if necessary, an order on contract covering such work as soon as is practical after the determination is made. Payment will be made for such work via agreed price or force account pursuant to Extra Force Account Work, Dispute Compensation and Record Keeping, Part (B), New Item Charges. The Department, or its designee, will notify the Contractor in writing of the date upon which the Department has approved the order on contract. Performance of work until receipt of the order on contract by the Contractor shall be considered disputed work. The Contractor must progress the work of the contract, including the work covered by any such order on contract, as directed by the Engineer. Adjustments to contract items, or adjustments to the time of performance, or the addition of new items to the contract necessitated by such determination may be made up until the time the final agreement is submitted for payment to the Department, provided that all the requirements of Extra Force Account Work, Dispute Compensation and Record Keeping are complied with. In addition, documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in an order on contract which was disapproved) will be considered as reimbursable.

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This work will be considered disputed work for which the Contractor will be compensated. Eligibility for compensation shall cease upon notification of the order on contract's disapproval. Failure by the Contractor to promptly notify, in writing, the Engineer and the Department of its contentions relative to any dispute or to maintain and furnish force account reports for disputed work shall constitute a waiver of the disputed work claim.

D. AUDITING OF RECORDS. The Contractor who has filed a dispute must have the following records available for audit at any time following the filing of such dispute, whether or not such dispute is part of a suit pending in the courts of this State. If a dispute is filed on behalf of a subcontractor or supplier, such subcontractor or supplier must also have substantially the following records available for audit any time following the filing of such dispute, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department. The audit may begin on ten days' notice to the Contractor, subcontractor, or supplier as is appropriate. The Contractor, subcontractor, or supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure of the Contractor, subcontractor, or supplier to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to substantially the following documents:

1. Daily time sheets, job superintendent diaries or log sheets and foreman's daily reports.
2. Union agreements and reports, if any.
3. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
4. Payroll register.
5. Individual employee earnings records.
6. Payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution work sheet.
9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
10. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
11. Subcontractor payment certificates.
12. Canceled checks (payroll and vendors).

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13. Job cost ledger or report.
14. Job payroll ledger, petty cash journal and supporting vouchers.
15. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
16. Cash receipts, cash disbursements journal, and purchase journal.
17. Audited and unaudited financial statements for all years reflecting the operation on this project.
18. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
19. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
20. All documents which reflect the Contractor's actual overhead during the years this Project was being performed.
21. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
22. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
23. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits, insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

In the event the Contractor fails to substantially furnish the above required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed.

E. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** The Contractor is responsible for carrying out the provisions of the contract at all times, regardless of whether an authorized inspector is present or not. Any work or item that is, at any time, found to be out of specification or not in compliance with the plans shall remain the responsibility of the Contractor and shall be subject to such corrective measures that are approved in writing by the Engineer.

**EXTRA FORCE ACCOUNT WORK, DISPUTE COMPENSATION AND RECORD KEEPING**

(A) **CONTRACT ITEM CHARGES.** When an order-on-contract provides for similar items of work or materials which increase or decrease the itemized quantity provided for in the primary contract, the price to be paid therefor shall not exceed the unit bid price in the primary contract for such items.

(B) **NEW ITEM CHARGES.**

1. **Agreed Prices.** Agreed prices for new items of work or materials may be incorporated in the order-on-contract as the Department may deem them to be just and fair and beneficial to the Department. These prices must be supported by a complete price analysis in the order-on-contract or, by reference to average bid prices for similar type and quantity of work from other recent contracts. The price analysis will be based on an estimated breakdown of charges listed in the following paragraph 2. "Force Account Charges," unless some other basis is approved by the Department.

2. **Force Account Charges**

3. **Contractor Charges.** Where there are no applicable unit prices for extra work ordered and agreed prices cannot be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of the following:

(1) **Necessary Materials** (including transportation to the site.) Materials is defined to include all products incorporated in the temporary or permanent work. The following items consumed in progressing the work are also considered to be materials for which reimbursement with an allowance for profit and overhead will be made. These are oxygen, acetylene, propane, welding rods, grinding wheels, and saw blades. Separate reimbursement will not be made for all other products which may be consumed in progressing the work and reimbursement for these items is considered to be included in the reimbursement for overhead. Material used, if acquired by direct purchase, must be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit shall be given for substantial salvageable material recovered. Salvage value of substantial material recovered shall be determined by the Engineer-in-Charge in coordination with the Contractor.

(2) **Necessary labor costs** including supplemental benefit payments. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different classes of labor will not be accepted.

(3) **Necessary payroll taxes and insurance payments and other such reasonable charges** that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.

(4) **Sales taxes, if any, required to be paid on materials not permanently incorporated into the work under the order-on-contract.**

(5) **Equipment, truck and plant rentals, other than small tools.** The Contractor shall be reimbursed for the number of hours that the equipment truck or plant is actually used on a specified force account job. Equipment used

by the Contractor shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and suitable capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher rental rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rental rate is based will be recorded as a part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

(a) Contractor Owned Equipment, Trucks and Plant -- Contractor shall be reimbursed for its ownership costs and for its operating costs for self owned equipment at the rates listed in the Rental Rate Blue Book published by the Dataquest, Inc. applied in the following manner as modified by the 'Rate Adjustment Table'.

- [1.0] Ownership Costs -- It is mutually understood that the rates for ownership costs reimburse the Contractor for all nonoperating costs of owning the equipment, truck or plant including depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, overhead, repairs, moving the equipment onto and away from the project or work site, and profit. Reimbursement will be made for the hours of actual use as described below:
  - [1.1] Less than 8 hours of actual use, the product of the actual number of hours used or fraction thereof multiplied by the hourly rate, or the daily rate, whichever is less.
  - [1.2] Between 8 hours and 40 hours of actual use, the product of the actual number of hours used divided by 8 multiplied by the daily rate, or the weekly rate, whichever is less.
  - [1.3] Between 40 and 176 hours of actual use, the product of the actual number of hours used divided by 40 multiplied by the weekly rate, or the monthly rate, whichever is less.
  - [1.4] Over 176 hours of actual use, the product of the actual number of hours used divided by 176 multiplied by the monthly rate.
- [2.0] Operating Costs -- the rate for operating costs includes fuel, lubricants, other operating expendables, and preventative and field maintenance. Operating cost does not include the operator's wages. The Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the Estimated Operating Cost/Hour.
- [3.0] The rates used shall be those in effect at the time the force account work is done as reflected in the then current publication of the Rental Rate Blue Book. When force account type analysis are used to establish agreed prices in accordance with Section

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(B)1 above, the rates used shall be those in effect when the agreed price is developed by the Contractor and submitted to the Engineer-in-Charge.

[4.0] The geographic Area Adjustment Factor shown on the map at the beginning of each section of the Rental Rate Blue Book shall not be applied to the equipment rates subsequently listed in each section, and shall not be used as a basis for payment.

[5.0] In the event that a rate is not established in the Rental Rate Blue Book for Construction Equipment for a particular piece of equipment, truck or plant, the Owner shall establish rates for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.

### (b) Rented Equipment, Trucks and Plant --

[1.0] In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental rate for the equipment for the time that the equipment is used to accomplish the work or is required by the Engineer-in-Charge to be present, not to exceed the adjusted rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the project site.

[2.0] The Contractor shall also be reimbursed for the operating cost of the equipment unless reflected in the rental price. Such operating cost shall be determined in the same manner as specified for Contractor Owned Equipment above.

[3.0] In the event that area practice dictates the rental of fully manned or fueled and maintained equipment, truck or plants, payment will be made on the basis of an invoice for the rental of the fully manned, fueled and/or maintained equipment, trucks or plants including all costs incidental to its use, including costs of moving to and from the site, provided the rate is substantiated by area practice.

(c) Maximum Amount Payable -- The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant for any force account work as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the Operating Cost/Hour for each hour of actual use.

(6) Profit and Overhead. Profit and overhead cost shall be computed at 20 percent of the following:

(a) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll



taxes, insurance payments and other labor related fringe benefits payments, payroll taxes, insurance payments and other related fringe benefit payments as defined in (2) and (3) above, but not including the overtime additive payments. Profit and overhead shall not be paid on the premium portion of overtime.

(b) Total Cost of Materials as defined in (1) above including the cost of transportation to the project site.

(7) Overhead shall be defined to include the following:

(a) Premium on bond;

(b) Premium on insurance required by the owner other than Workers Compensation Insurance, premium on public liability and property damage insurance, unemployment insurance, Federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with its employee;

(c) All salary and expenses of executive officers, supervising officers or supervising employees;

(d) All clerical or stenographic employees;

(e) All charges for minor equipment such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc, and other miscellaneous supplies and services;

(f) All drafting room accessories such as paper, tracing cloth, reproduction costs, etc.

(8) Subcontractor Charges. When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in items (1) through (5) under 3, Contractor Charges, but profit and overhead shall be figured at (25%) unless some other basis is approved by the Owner.

(9) Service Charges. When work is performed by, or a fee is paid to, a service provider, the contractor shall be paid the actual cost of the service fee plus a maximum five percent (5%) for contract supervision, overhead and profit. This 5% shall be applied once to the service fee regardless of who makes direct payments to the service provider.

(C) FORCE ACCOUNT REPORT. Payment for force account work will be made on the basis of the following reports.

1. The Contractor will deliver to the Engineer-in-Charge a daily summary of FORCE ACCOUNT WORK done on the contract. This summary on 8-1/2" x 11" paper will be delivered to the Engineer-in-Charge not later than closing time on the day following that for which the work is reported.

The summary shall contain:

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- a. A list of materials used indicating the amount and nature of each material. The cost (if known) should also be included. This must be documented later by proper receipts.
  - b. A list of equipment used indicating the number of hours used and the kind, type, and size of equipment.
  - c. A list of personnel by name, including the hours worked, and labor classification at which they were used on the force account work and the location by station or station of the work proposed.
  - d. A statement of the work accomplished by force account for that day.
  - e. This summary will be dated and signed by the Contractor's authorized representative and the Engineer-in-Charge.
  - f. The contract number and other identification as well as the name of the Contractor shall appear on the statement.
  - g. The Engineer-in-Charge will make any notations, remarks or comments on this form that may assist in final payments.
2. Within 5 calendar days after the end of each pay period, the Contractor shall deliver to the Engineer-in-Charge a **FORCE ACCOUNT SUMMARY OF LABOR** used on the work which shall include the name, hourly rate of pay, hours worked, fringe benefits, and/or other items as shown on the actual payroll.
3. On completion of the specific force account work, the Contractor shall within 10 calendar days, deliver to the Engineer-in-Charge a Force Account Summation wherein all materials, equipment, and labor charges are shown and totaled together with such other expenditures as are concerned with the force account item. This summation shall be dated and signed by the Contractor's authorized representative and the Engineer-in-Charge.
4. In the event the contractor fails to deliver the required force account documentation to the EIC within the time period specified in subsection (C), of these General specifications, and as a result the Order-on-Contract for the force account work is not fully approved at the date of final acceptance, the number of calendar days of the time period between final acceptance and the issuance of this force account Order-on-Contract, attributable to the Contractor's late force account submissions will extend the required payment data by an equal period of time.

### (D) TIME RELATED DISPUTE COMPENSATION.

1. As limited by Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, the following elements of damage, and only the following elements, will be recoverable by the Contractor as "time related dispute damages" provided that they are actual and reasonable:

- a. Documented additional or escalated job site labor expenses;
- b. Documented additional or escalated costs for materials;

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- c. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section;
  - d. Documented costs of extended job-site overhead (field costs, including field supervision); job-site overhead would include job superintendent, office engineer and clerical staff, but would not include working foremen;
  - e. An additional 10 percent of the total of items a, b, c and d for home office overhead and 10% for profit thereon except for the differing site conditions or significant change in character of the work clauses (Differing Site Conditions, Suspensions of Work, Significant Changes in the Character of the Work Provisions, Part A (1) and (3)) apply, no anticipated profits shall be allowed and where the suspension of work clause (Part A (2)) applies, no profit or anticipated profits shall be allowed;
  - f. Documented additional or escalated insurance and bond costs;
  - g. When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in paragraphs 1(a) through 1(d) and the Contractor's main office overhead and profit shall be figured at 15% and 10% respectively, except for where the differing site conditions or significant change in character of the work clauses (Part A (1) and (3)) apply, no anticipated profits shall be allowed and where the suspension of work clause (Part A (2)) applies, no profit or anticipated profits shall be allowed;
  - h. The phrase "additional expenses" shall include expenses above or below those normally incurred in the performance of the work, less any appropriate credit. The phrase "escalation expenses" shall include unanticipated higher or lower costs and expenses attributable, with appropriate credits, to the performance of work or portions of work in a different time period than that which was indicated on the Owner approved progress schedule.
2. Equipment, truck or plant rentals, other than small tools:
- a. Equipment used by the Contractor shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed. In the event the Contractor elects to use equipment of a higher cost than the equipment suitable for the work, payment will be made at the actual cost rate applicable to the suitable equipment unless otherwise provided for in this section. The Engineer shall determine the suitability of equipment.

For purposes of computing Contractor's self-owned equipment, truck or plant costs, the rate used shall be based on the rate listed in the Rental Rate Blue Book published by Dataquest, Inc., with the appropriate adjustments noted in this specification, Part (B) (2).

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- b. In the event that a rate is not established in the Rental Rate Blue Book for Construction Equipment for a particular piece of equipment, truck or plant, the Owner shall establish a rate for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.
  - c. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing not more than 50% of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
  - d. The rate for idle equipment and stand-by equipment, shall be based upon the rate of depreciation specified in the Contractor's books and records, or 50% of the rate set forth in the "Rental Rate Blue Book," published by Dataquest, Inc. with the appropriate adjustments noted in this specification, whichever is greater. In the event the equipment is fully depreciated, the Department will pay the actual ownership costs based upon Department audit of the Contractor's books and records.
  - e. The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.
  - f. For purposes of rented equipment, the provisions of this specification, Part (B), New Item Charges, are controlling.
3. The parties agree that, in any dispute for time related damages, the Department will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:
- a. Profit, in excess of that provided in this specification, Part (D) (1)(e) and (g);
  - b. Loss of anticipated or unanticipated profit;
  - c. Labor inefficiencies and loss of productivity;
  - d. Home office overhead in excess of that provided in this specification, Part (D) (1)(e) and (g);
  - e. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of

bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency;

- f. Indirect costs or expenses of any nature;
- g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Engineer.
- h. Attorneys fees, or claims preparation expenses.

4. REMEDIES EXCLUSIVE: With respect to time related dispute compensation provisions, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable under this specification, Part (D). In the event any legal action is instituted against the Department by the Contractor on account of any such dispute for additional compensation, whether on account of time related dispute, delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as compensable under this specification, Part (D). The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable under this specification, Part (D). Nothing in this Section is intended to create any liability of the Department not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in a court of law.

(E) REQUIRED CONTENT OF DISPUTE SUBMISSION. All disputes must be submitted in writing to the Engineer, and must be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information must be provided when such information is ascertainable by the Contractor:

1. TIME RELATED DISPUTE SUBMISSIONS.

- a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
- b. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are presumed to be adversely affected.
- c. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
- d. A copy of the notice of dispute required as per Dispute Resolution and Disputed Work Provisions, Part A(3) for the specific dispute by the Contractor.
- e. To the extent known, the name, function, and activity of each Department official, or employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
- f. The name, function, and activity of each Contractor or subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.

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- g. The identification of any pertinent documents, and the substance of any material oral communication relating to such dispute.
- h. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
- i. The amount of additional compensation sought and a breakdown of that amount into the categories specified as payable under this specification, Part (D) above.
- j. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

### 2. FOR OTHER DISPUTES INCLUDING ACCELERATION DISPUTES.

- a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
- b. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.
- c. A copy of the "notice of dispute" required for the specific dispute by the contract pursuant to Dispute Resolution and Disputed Work Provisions, Parts B or C.
- d. The name, function, and activity of each Department official or employee or agent involved in, or knowledgeable about facts that gave rise to such dispute.
- e. The name, function and activity of each Contractor or subcontractor official, employee or agent involved in or knowledgeable about facts that gave rise to such dispute.
- f. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
- g. The identification of any pertinent documents and the substance of any material oral communications relating to such dispute.
- h. A statement as to whether the additional compensation or extension of time requested is based on the provisions of the contract or an alleged breach of contract.
- i. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction schedule.
- j. The amount of additional compensation sought and a breakdown of that amount shall conform to the requirements of this specification, Part (B) except for acceleration disputes which shall conform to the requirements and categories specified in Part (D) above.

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(F) **REQUIRED CERTIFICATION OF DISPUTES.** When submitting any dispute over \$50,000, the Contractor must certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

1. That supportive data is accurate and complete to the Contractor's best knowledge and belief;
2. That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;
3. If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by:

(1) Senior company official in charge at the Contractor's plant or location involved;

or

- (2) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(G) **CONTRACTOR'S COST RECORDS.** The Contractor shall maintain records of all required payrolls, and of the details that comprise its total cost pursuant to any and all records maintained pursuant to Dispute Resolution and Disputed Work Provisions and Extra Force Account Work, Dispute Compensation and Recordkeeping, and it shall, at any time within six years following the date of final payment of the project, make such records available, upon request therefor, to the Department for review and audit, if deemed necessary by the Department. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefor has already been made, the Contractor shall, upon demand in writing by the Department, refund to the Department the amount so disallowed.

**DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK, SIGNIFICANT  
CHANGES IN THE CHARACTER OF THE WORK PROVISIONS.**

**The following provisions shall apply to this contract:**

**A.(1) Differing site conditions.**

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the Engineer will investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- (iv) The aforesaid differing site condition clause (Part A.(1)) shall be governed by the notice provisions set forth above, and the recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s), if any, shall be made pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Part (B), New Item Charges, 1 (Agreed Prices) or 2 (Force Account Charges) and (E), Required Content of Dispute Submission (2) and (F), Required Certification of Dispute. However, the equipment compensation provisions shall be governed and controlled by the provisions of Part (D) (2).

**(2) Suspensions of Work ordered by the Engineer.**

- (i) If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. The record keeping requirements of Section 10.02 must be complied with in connection with any requests for reimbursement.
- (ii) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the



contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.

- (iii) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
  - (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.
  - (v) The aforesaid suspension of work clause (Part A.(2)) shall be governed by the notice provisions set forth above, and the recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s), if any, shall be made pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Part (D), Time Related Dispute Compensation, (E), Required Content of Dispute Submission and (F), Required Certification of Disputes.
- (3) Significant changes in the character of work.
- (i) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
  - (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work, cause such other work to become significantly different in character, an adjustment excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
  - (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
  - (iv) The term "significant change" shall be construed to apply only to the following circumstances:
    - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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- (C) The term "major item" of work shall mean any item for which the original bid price multiplied by the original contract quantity exceeds \$50,000 or 2% of the total contract bid price, whichever is less.
  - (D) Certain items of work may be "fixed quantity" items. That is, payment will be restricted to the quantity stated in the Estimate of Quantities. If, during the progress of the work the stated quantity is determined to be in error, the terms of Dispute Resolution and Disputed Work Provisions, Part (3)(iv)(B) shall apply with the following alterations:
    - 1. The major item of work requirement shall not apply.
    - 2. Significant change shall be defined as an actual quantity in excess of 125 percent of the stated quantity, or less than 75 percent of the stated quantity.
  - (v) The aforesaid significant change in character of work clause (Part (A)(3)) shall be governed by the notice, recordkeeping and other requirements of Dispute Resolution and Disputed Work Provisions, and additional compensation via order on contract(s) shall be made for time related costs, if any, pursuant to Extra Force Account Work, Dispute Compensation and Recordkeeping, Parts (D) and (E) and (F) and for increased costs, if any, pursuant to Part (B), New Item Charges, 1 (Agreed Price) or 2 (Force Account Charges) and (E)2, Required Content of Dispute Submission and (F), Required Certification of Dispute, but, the equipment compensation shall be governed and controlled by the provisions of Part (D)2.
  - (vi) With respect to the aforesaid significant changes in the character of work clause (this specification, Part (A)(3)), the contractor or the Department, as the case may be, must make written notification to the other party of the existence of the 'significant change'. This notice shall be given in a timely manner with respect to the date that either party had, or should have had, knowledge of an event, matter, occurrence of work order which results in a significant change in the work. If the affected work is in progress, notice shall be given within 3 days of knowledge of the change. If the affected work is not in progress, notice shall be given within 10 days of knowledge of the change. The timely issuance of a notice of 'significant change' shall be a necessary requirement for consideration of contract alterations as provided in this section.
- (4) Definitions.
- (a) "Commissioner" and "Engineer" are defined in Article 2 of the Agreement.
  - (b) See Paragraph 1 (i) above – Subsurface or latent physical conditions "differing materially" from those "originally encountered" and "generally recognized" are defined as conditions at the site materially differing from any shown on the contract plans or indicated in the specifications, or such 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.
  - (c) See paragraph 1 (ii) above – "written notification" is defined as written notice sent by the Contractor by Registered Mail addressed to the Commissioner, Department of Design and Construction, City of New York, 30-30 Thomson Avenue, Long Island City, NY 11101.

(d) See paragraph 2 (i) above –

1. "Unreasonably period of time" is defined as a period of time not anticipated in the Contract Documents and beyond the control of the Contractor.
2. "Not originally anticipated" is defined as it relates to delay in completing the work caused solely by the acts or omissions of The City, its officers, agents or employees; or the acts or omissions of other contractors on this project; or supervening conditions entirely beyond the control of either the Contractor or the City (such as but not limited to: Acts of God, 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).

(e) See paragraphs 3 (ii) and 3 (iii) above – "significantly change the character of the work" is defined as it relates to alterations or changes in quantities in a manner which materially affected the substances of the contract, or increase the price to be paid by more than ten percent (10%) of the price bid on a lump sum contract; ten percent (10%) of the total bid cost, determined by summing the products of each of the Engineer's estimated quantities and their respective unit bid price on a unit price contract; and determined by multiplying the Engineer's Estimate of Total cost by the Contractor's bid percentage on a Percentage-Bid Contract.

(f) See paragraph 3 (iv) (B) above – "major item of work" is defined as any scheduled item for which the original bid with the bidding quantities exceed 2% of the total contract bid price.

B. If the Department determines that as a result of the aforesaid differing site condition, suspension of work clauses and significant change in the character of work clauses, that an adjustment in the contract price is warranted, the Department shall first attempt to arrive at an agreed price with the contract. If unsuccessful, the Department may make such adjustments to the contract as is determined to be fair and equitable utilizing Owner estimates.

Commencing with the issuance of notice, and through the date of agreement between the Department and the contractor, all work subject to these provisions shall be treated as Disputed Work, with daily recordkeeping in accordance with the provisions of Dispute Resolution and Disputed Work Provisions.

C. If any of the notice or other provisions of this specification, Part A are in conflict with any other of the provisions of the Standard Specifications, then the provisions of this specification, Part (A) shall prevail and take precedence and be of force over and against any said conflicting provision of said contract.

D. Solely for purposes of the aforesaid specification, Parts A(1),(2) and (3), and solely for purposes of disputes as to records pursuant to Dispute Resolution and Disputed Work Provisions, Part (A)(4), the Engineer shall be the Engineer-in-Charge.

**CONTRACTOR INITIATED VALUE ENGINEERING CHANGE PROPOSAL  
(CIVEC)**

**A. Purpose and Scope**

The term "proposal" as used in this Subsection is construed to mean a Contractor Initiated Value Engineering Change (CIVEC) Proposal submitted by the Contractor for changing the Plans, Specifications, or other requirements of the Contract. The Value Engineering Change Proposal shall conform with the following:

It is the intent of this provision to share with the Contractor any cost savings which may be generated on this Contract as the result of CIVEC proposals offered by the Contractor and approved by the Department. The purpose is to encourage the use of the Contractor's ingenuity and experience in arriving at a lower cost alternative with any time-saving construction methods other than those reflected in the Contract Documents, by the sharing of savings resulting therefrom. The proposals contemplated are those that could produce a savings to the Department, without, in the sole judgment of the Deputy Chief Engineer, impairing the essential functions and characteristics of the Project or a portion of the Work involved. They include, but are not limited to: safety, service, life, stage construction, economy of operation, ease of maintenance and desired appearance.

**B. Submittal of CIVEC Proposal**

**The Contractor may submit a CIVEC only after Award of the Contract. The CIVEC may be accepted within 30 (thirty) days after Award of Contract and should be approved by the New York State Department of Transportation.**

**B-1. Submittal of Initial CIVEC Proposal**

An initial proposal is required for all CIVEC proposals and shall outline the general technical concepts associated with the proposal and the estimated savings which will result. The initial proposal will be reviewed by the Department and, if found to be conceptually acceptable, approval to submit a Final Proposal will be granted by the Department. A finding of "conceptual acceptability" of the initial proposal however, in no way obligates the Department to approve the final proposal. Further, the Contractor shall have no claim against the City as a result of the rejection of any such initial or final proposal.

**B-2. Submittal of Final CIVEC Proposal**

At a minimum, the following materials and information shall be submitted with each CIVEC proposal, plus any additional information requested by the Department.

- a) A statement that the CIVEC is submitted as the "Final Value Engineering Change Proposal," as per Department approval of the Initial CIVEC Proposal.
- b) A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages of each, including considerations of service life, economy of operation, ease of maintenance, desired appearance and safety.
- c) Complete plans and specifications showing the proposed revisions relative to the original contract features and requirements.
- d) A complete cost analysis indicating the Final Estimate costs and quantities to be replaced by the CIVEC proposal, the new costs and quantities generated by the CIVEC proposal, and the cost effects of the proposed changes on operational, maintenance and other considerations.
- e) Pursuant to Article 25 of the Agreement, Value Engineering Change Proposals are considered Change Orders, therefore, a statement of the time, by which adopting of the proposal must be executed so as to obtain the maximum benefit during the remainder of the Contract, is required. The date must be selected to allow the Department ample time for review and processing of the Change Order, but without affecting the Contractor's schedule. Should the Department find that insufficient time is available for review and processing, it may reject the CIVEC proposal solely on such basis. If the Department fails to respond by the date specified, the Contractor shall consider the CIVEC proposal rejected unless otherwise notified in writing by the Department; and shall in any event have no claims against the City as a result thereof.
- f) A statement as to the effect the CIVEC proposal will have on the time for completion of the contract.
- g) A description of any previous use or testing of the CIVEC proposal on another Department project, indicate the date, contract number and the action taken by the Department.

**C. Conditions**

CIVEC proposals will not be considered in determining the lowest responsible bidder. CIVEC proposals will only be considered after award, and only when all of the following conditions are met:

1. The Contractor is cautioned not to base any bid prices on the anticipated approval of the CIVEC proposal and to recognize that such proposal may be rejected and that the Contractor will thus, be required to complete the Contract in accordance with the plans and specifications bid.
2. All CIVEC proposals, whether or not approved by the Department for use in this contract, apply only to the on-going Contract or Contracts referenced in the CIVEC proposal and become the property of the Department without restriction as may otherwise be imposed by the Contractor, on their use and disclosure. The Department shall have the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the proposal. The Department retains the right to utilize any accepted CIVEC proposal or part thereof, on any subsequent project without any obligation to the Contractor submitting the same.
3. If the Department already has under consideration certain revisions to the Contract or has approved certain changes in specifications or standards for general use which are then subsequently incorporated in a CIVEC proposal submitted by the Contractor, the Department shall reject the Contractor's proposal and proceed with such revisions if it so desires without any obligation to the Contractor.
4. The Contractor shall have no claim against the City for any costs or delays incidental to the Department's rejection or approval of a CIVEC proposal, including but not limited to development costs, anticipated profits, or increased material and labor costs resulting from delays in the review of such CIVEC proposal.
5. The Department shall be the sole judge as to whether a CIVEC proposal qualifies for consideration and evaluation. It may reject, at will, any CIVEC proposal that requires excessive time or costs for review, evaluation and/or investigations, or which is not consistent with the Department's design policies and basic design criteria for the project; as well as, for any other reason the Department deems appropriate, without explanation.

6. The Engineer may reject all or any portion of the work performed pursuant to an approved CIVEC proposal if it is believed that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected work and require the Contractor to proceed in accordance with the original Contract requirements without reimbursement for any work performed under the CIVEC proposal, or for its removal. Where modifications to the CIVEC are approved in order to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work at the Contract bid prices as if it were constructed in accordance with the original Contract requirements. Such rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for any other costs.
7. The CIVEC proposal shall not be experimental in nature but shall have been proven to the Department's satisfaction under similar or acceptable conditions on another Department project or at another location acceptable to the Department.
8. CIVEC Proposals shall be considered only if equivalent options are not already provided in the Contract documents.
9. The savings generated by the CIVEC proposal must be of sufficient significance, in the sole judgment of the Department, to warrant review and processing.
10. A CIVEC proposal changing the types and or thickness of the pavement structure will not be considered.
11. If additional information is deemed necessary by the Engineer to evaluate the CIVEC proposal, this information must be provided in a timely manner to allow sufficient time for review. Failure to do so will result in rejection of the CIVEC proposal. Such additional information should include but not be limited to design changes, field investigation and survey results, design computations, and field change sheets.
12. No changes to the work shall be considered as CIVEC eligible, if they are the result of design errors or omissions which would have needed correction notwithstanding any CIVEC provision in the specification; even if the need for such correction is first brought to the Engineer's attention by the Contractor.

**D. Payment**

If the CIVEC proposal is accepted by the Department, the changes and payments will be made in accordance with the applicable sections of the Procurement Policy Board (PPB) Rules and this contract. Reimbursement to the Contractor shall be made as follows:

1. The changes will be incorporated into the original Contract proposal as submitted by the Contractor via changes in the quantity of unit bid items, changes in the amounts of lump sum items and new agreed priced items, as appropriate.
2. The cost of the revised work as determined from the aforementioned changes in quantities, or new items will be paid directly. In addition to such payment, the Department will pay to the Contractor, via a separate item, 50 percent of the savings to the Department as reflected by the difference between the above payment and the cost of the related construction required by the original Contract plans and specifications computed at Contract bid prices.
3. The Contractor's costs for development, design and implementation of the CIVEC proposal are not eligible for reimbursement.
4. **The Contractor may submit CIVEC proposals on behalf of an approved subcontract, provided that reimbursement is made by the Department to the Contractor and that the terms of the pass through to the subcontractor are satisfactorily negotiated and accepted by the Contractor and Subcontractor before the CIVEC proposal is submitted to the Department. Subcontractors may not otherwise submit a CIVEC proposal, except through the prime Contractor.**



**NO TEXT**

**ITEMIZED PROPOSAL**

**To the State Department of Transportation:**

In submitting this bid the undersigned declares to be the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State, or any person in the employ of the State is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices as compensations for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that at any time during the progress of work the State adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Commissioner or the Commissioner's duly authorized representative. In case the undersigned voluntarily undertakes to start work, other than that expressly prohibited in this Subsection, after the contract agreement is signed by the Commissioner but prior to approval by the State Comptroller, the undersigned does so entirely at its own risk and without obligation or responsibility on the part of the State unless and until the awarded contract becomes effective pursuant to Section 112 of the State Finance Law by approval of the State Comptroller and filing in the Office of the State Comptroller; and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the State harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workers compensation and liability insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations, whether or not the contract documents have been executed and filed as aforesaid. In no event shall the undersigned start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Comptroller.

**UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE**

Persons with knowledge of bid collusion (i.e. contractors, suppliers, workpersons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the **U.S. D.O.T. HOTLINE**. The **HOTLINE** number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

This **HOTLINE** is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

**NEW YORK STATE INSPECTOR GENERAL HOTLINE**

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide **HOTLINE** or by writing to the Office of the Inspector General. The Toll Free Statewide **HOTLINE** telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capital, Executive Chamber, Albany, New York 12224.

## ATTACHMENT "P"

**PROMPT PAYMENTS BY THE CONTRACTOR.** In accordance with Section 139-f(2) of the State Finance Law, the Contractor shall pay each Subcontractor and materialman for the value of work performed pursuant to contract no later than seven (7) calendar days from the receipt of each payment the Contractor receives from NYC Department of Design and Construction (NYCDDC). Payment by the Contractor to Subcontractors or materialmen shall reflect the quantities or percentage of work completed by the Subcontractor or materials furnished by the materialmen, and paid by NYCDDC; and such payment shall be based upon the actual conditions of the subcontract or purchase order. The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged.

The Contractor shall maintain an accounting system acceptable to the NYCDDC to track payments made by the City to the Contractor and payments made by the Contractor to each Subcontractor, Manufacturer, Fabricator or Material Supplier by item and by date.

**CIVIL RIGHTS MONITORING AND REPORTING.** The Contractor shall use the current version of NYS Department of Transportation approved Construction Civil Rights Reporting Software (EBO) which is available at the following website:

<https://www.nysdot.gov/portal/page/portal/main/business-center/contractors/construction-division/construction-civil-rights/ebo>.

The software is free. Prime contractors, vendors (subcontractors, suppliers, etc.), and agency compliance staff will have access to the software. The prime contractor shall be required to print reports from EBO for submission to the Resident Engineer each month, not later than the 15th of the following month. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

## APPENDIX 2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

**APPENDIX 2-S  
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**ATTACH TO CONTRACT DOCUMENTS**

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

**PROJECT ID: HMMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

**ADDENDUM NO. 3**

**DATED: March 23, 2009**

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**This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.**

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**GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS**

# **EP-7 GAS COST SHARING STANDARD SPECIFICATIONS**

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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 include bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, provide accommodations and, avoid disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

### **2. Gas Interferences And Accommodations:**

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the

quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

#### **2a. Water Main Accommodations:**

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

#### **2b. Sewer Accommodations:**

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

#### **3. Quantity Overruns, EP-7 Funded Bid Items:**

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

#### **4. Changes And Extra Work:**

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he

shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

#### **5. Excavation:**

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

#### **6. Backfilling And Street Restoration:**

Backfilling operations and street restorations shall be in accordance with contract requirements.

#### **7. Non-Responsive Bids:**

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

#### **8. Minimum Clearances:**

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

#### **9. Work By Facility Operator:**

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the

above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

#### **10. Materials Furnished By Facility Operator:**

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

#### **11. Liability And Insurance:**

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

#### **12. Width And Depth Of Excavation:**

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

#### **13. Depth And Crossing Angles Of Gas Facilities:**

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

#### **14. Maintenance Of Traffic For Gas Work:**

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

#### **15. Relocated Gas And Temporary Systems Installation:**

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

#### **16. Role Of Company Inspector:**

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

#### **17. Coordination With Gas Company:**

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

### **III - TECHNICAL SECTION**

#### **SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.**

##### **1. Description:**

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

## 2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

## 3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

## 4. Payment Restrictions:

This item shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

## 5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

**6. Price To Cover:**

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

**SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.**

**1. Description:**

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

**2. Method Of Measurement:**

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

**3. Method Of Construction:**

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

**4. Payment Restrictions:**

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

**5. Price To Cover:**

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

#### **SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.**

**1. Description:**

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

**2. Method Of Measurement:**

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

**3. Method Of Construction:**

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

**4. Payment Restriction:**

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

**5. Price To Cover:**

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to Temporarily close and/or complete the work.

#### **SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.**



1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

**SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.  
All Sizes. (For National Grid Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the

street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

## 2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

## 3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

## 4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

## 5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This

item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

### **SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)**

#### **1. Description:**

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

#### **2. Determination Of Operating Status Of Gas Facilities:**

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost 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 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 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 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. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes

during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

**4. Method Of Measurement:**

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

**5. Price To Cover:**

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

**SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)**

**1. Description:**

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

**2. Materials:**

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

**3. Method Of Measurement:**

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

**SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)**

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

**5. Price To Cover:**

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

**SECTION 6.06 - Special Care Excavation And Backfilling.**

**1. Description:**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

**2. Applicability Of Section:**

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

**3. Payment Restriction:**

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other

sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

#### 4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

#### 5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

#### 6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench excavation multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/OR Water Services: Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2)

feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

#### 7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

### SECTION 6.07 - Test Pits For Gas Facilities.

#### 1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

#### 2. Methods Of Construction:

- A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including



large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

- B. **Maintenance Of Test Pits:** Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.
- C. **Pavement And Sidewalk Restoration:** After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

### 3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

### 4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as direction of the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

**GAS COST SHARING STANDARD SPECIFICATIONS**  
**SCHEDULE GCS-A**

**Average rate charged by utility companies to Disconnect and Reconnect Gas Services:**

1. National Grid - \$586.90 per Service/and Visit
2. Con Edison - \$524.00 per Service/and Visit

#### **IV - STANDARD SKETCHES; GAS COST SHARING WORK**

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

**V - PRELIMINARY GAS WORK TO BE PERFORMED BY  
FACILITY OPERATOR.**

**APPLICABLE TO ALL GAS DRAWINGS:**

- ALL RELOCATION WORK SHOWN IN THIS ADDENDUM IS TO BE PERFORMED BY FACILITY OPERATOR UNLESS STATED OTHERWISE.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

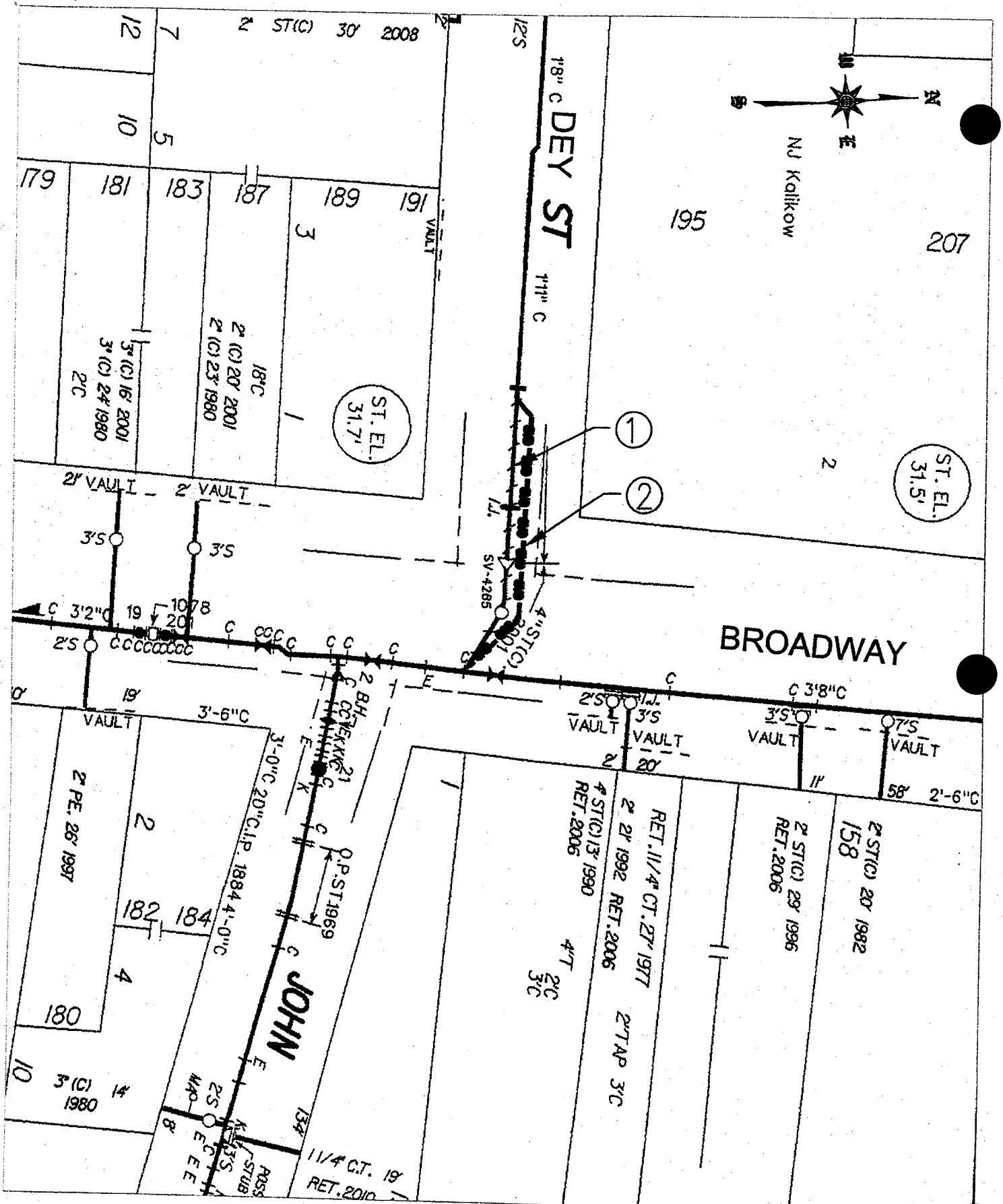
Don Soldiviero  
Consolidated Edison Company  
4 Irving Place Rm. 275S  
NY, NY 10003  
(212) 460-4834

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GAS FACILITY COST ALLOCATION AGREEMENT  
PROJECT NO. HWMWTC6A (BROADWAY I)  
CAPITAL GAS MAIN INSTALLATION

SHEET #	LOC.	ON STREET	FROM	TO	ITEM	SIZE	TYPE	LENGTH	REIMB LENGTH	REMARKS				
1	1	BROADWAY	N/S DEY STREET		80I	6"	STL	100' +/-		RET. RET.	40 60	+/- +/-	4" 6"	STL STL
1	1													
1	2								100' +/-					2001 2008

A3-22A



A3-22B

JANUARY 2012

SCALE = 1 : 40

SHEET 1 OF 1



conEdison  
a ConEdison, Inc. company

Consolidated Edison Company of New York, Inc.

CAPITAL PROJECT: HWMWTCA6A  
BROADWAY I RECONSTRUCTION

BOROUGH OF MANHATTAN

**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 HWMWTCA6A**

The City of New York Department of Design and Construction is proposing to install sewers and/or catch basin and all appurtenances in various locations in The City of New York along with all work incidental thereto.

**6.01.8 - Gas Services Crossing Trenches And / Or Excavations. (Ea.)**

10 in Various Locations as Required.

**6.01.9 - Gas Main Crossing Water Main Up To 20" In Diameter. (Ea.)**

1 in Broadway Int of Liberty St.  
2 in Broadway Int of Maiden Lane.  
2 in N/Int of Broadway & Dey St / John St.  
1 in S/Int of Broadway & Ann St.  
3 in Various Locations as Required.

**6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences. (Ea.)**

2 in Various Locations as Required.

**6.03 - Removal Of Abandoned Gas Facilities. All Sizes. (L.F.)**

100 in Various Locations as Required.

**6.03.1A - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (L.F.)  
(For Con Edison Work Only)**

100 in Various Locations as Required.

**6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors (Street Repaving). (Ea.)**

5 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 HWMWTCA6A**

The City of New York Department of Design and Construction is proposing to install sewers and/or catch basin and all appurtenances in various locations in The City of New York along with all work incidental thereto.

**6.06 - Special Care Excavation And Backfill. (C.Y.)**

300 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.

**6.08A - Pier And/Or Plate Method Of Protection For Ductile Iron Water Main  
With Less Than 24" Cover. (Ea.)**

1 in Various Locations as Required.

**6.09 - Trench Excavation And Backfill For New Gas Mains And Services. (C.Y.)  
(To Be Performed By City Contractor)**

80 in N/Int of Broadway and Dey St / John St.

## HMMWTC A6A

### **SECTION 6.08A – Pier and/or Plate Method of Protection for Ductile Iron Water main with less than 24" Cover**

#### **A. Description:**

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over gas facilities of various sizes. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator(s), upon approval from the Resident Engineer.

#### **B. Materials:**

The Contractor shall supply all materials (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

#### **C. Method of Construction:**

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plate components. The Contractor shall be solely and totally responsible for the disturbances and/or any damages to such facilities.

#### **D. Method of Measurement:**

The quantity to be measured for payment shall be each (EA.) location wherein an additional area of square foot (S.F.) of steel plate is required to be installed to protect ductile iron water mains with a cover of 24 inches or less crossing over gas facilities of various sizes, as directed by the Facility Operator(s) upon approval from the Resident Engineer. The additional area of square foot (S.F.) of steel plate shall be in accordance with BWS Standard Drawing No. 46464-Z.

#### **E. Price to Cover:**

The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break, and remove additional pavement, additional excavation, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration. This item does not cover the costs for special care excavation around gas facilities that are covered under separate items.

#### **F. References:**

1. BWS Standard Drawing No. 46464-Z.

## HWMWTCA6A - RECONSTRUCTION OF BROADWAY - PHASE I, BOROUGH OF MANHATTAN

## Item 6.09 - Trench Excavation/ Backfill Calculation

SHEET	CAPITAL ITEMS	Trench Dimensions			Item 6.09 (CY)
		L	W	D	
	INSTALL 6" LP STL MAIN				
	N/ Int. of Broadway and Dey Street/ John Street	100.00	2.50	5.08	47.04

(A)	Gas trench volume	47.04
(B)	Tie in pits volume 2 ea.	17.31
(C)	Test Pits for gas services 0 ea.	0.00
(A)+(B)+(C)		64.35
	add 20%	12.87
	<b>Total (Item 6.09)</b>	<b>77.22</b>
	say 80 CY	

**SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services  
(To be performed by City Contractor)**

**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.5, General Specification for Backfilling of Trench and Small Openings, which is included in this contract.

**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. 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 drawing EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK (Sheet EP7-1), 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.

**4.5 Procedure For Backfilling Gas Trenches & Small Openings**

**4.5.1 Coated Steel & Plastic Gas Pipe Trenches**

- a. A smooth surface shall be excavated in the bottom of the trench and the pipes laid to grade. Where the trench is in a rock area, a minimum of 4 inches of Type 3/8 material shall be placed, wetted and mechanically compacted to form a firm base for the gas pipes.
- b. The trench shall be backfilled with Type 3/8 material to a height of 12 inches above the pipe in a maximum of 12 inch wetted lifts which shall be hand compacted.
- c. The remaining trench shall be backfilled with Type 3/8, Type I, Type II or suitable existing backfill in a maximum of 12 inch wetted lifts, which shall be mechanically compacted.
- d. The density of the compacted backfill shall be tested and accepted or rejected in accordance with paragraph 4.2.2.

**4.5.2 Cast Iron, Plastic & Steel Gas Pipe In Small Openings**

- a. Backfill material shall be Type 3/8, or suitable existing backfill, which has been segregated to remove all rocks, which may damage the pipe coating.
- b. Openings shall be backfilled to a height of 12 inches above the pipe in a maximum of 12 inch wetted lifts, which shall be hand, compacted. The remainder of the openings shall be backfilled in 12 inch wetted lifts with Type I or Type II or "suitable backfilled" as per paragraph 7 which shall be mechanically compacted.

Specification	Revision	Rev Date	Effective Date	Copyright Information
EO-1181	5	10/01/2008	10/01/2008	2007-2008 Consolidated Edison Co. of New York, Inc.
Filing Information		Construction Standards		Manual No. 3, Section 37

Paper copies of procedures and instructions are uncontrolled and therefore may be outdated. Please consult Distribution Engineering Intranet Site <http://distribution> for the current version prior to use.

## REVISIONS

R.GROGAN 7/21/88 0

M. BALDWIN 2/02/06 1

REVISED TRENCH WIDTH  
FOR 4" THRU 12" MAINS  
IN TABLE 1  
REMOVED REQUIREMENT FOR  
SANDBAGS FOR STEEL  
DISTRIBUTION MAIN.

RAJ. 2/1/06

M. BALDWIN 4/04/06 2

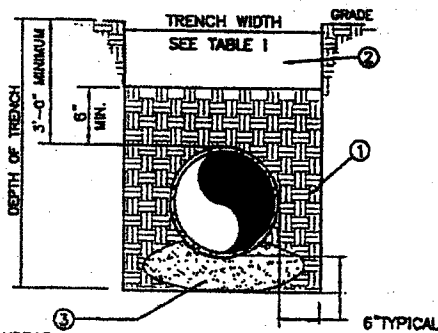
ADDED REQUIREMENTS OF  
SAND BAGS FOR STEEL  
DISTRIBUTION MAIN.

RAJ. 4/4/06

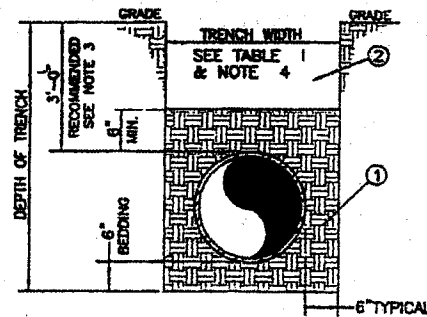
M. BALDWIN 3/12/06 3

REVISED TRENCH WIDTH  
OF 16" AND GREATER  
SIZE MAINS IN TABLE 1.

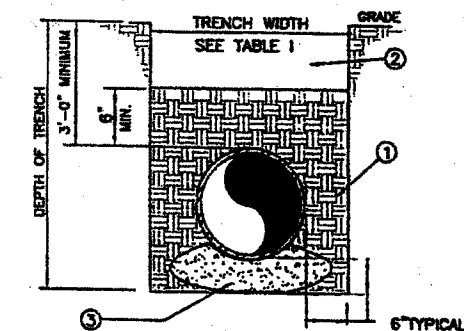
P.L.S. 1/28/06



**STEEL MAIN  
(DISTRIBUTION)**



**PLASTIC MAIN  
(DISTRIBUTION)**



**STEEL MAIN  
(TRANSMISSION)**

BILL OF MATERIAL		
ITEM NO.	DESCRIPTION	SPEC. OR DWG. NO.
1	3/8" SAND/CLEAN FILL/ RECYCLED BACKFILL	EO-8085
2	SURFABLE BACKFILL	EO-1181
3	SANDBAG	ASTM C-33

TABLE 1		
SIZE OF MAINS	TRENCH WIDTH	DEPTH OF TRENCH
1 1/4"	1'-4"	3'-8"
2"	1'-4"	3'-8"
3"	1'-4"	3'-10"
4"	1'-4"	3'-11"
6"	1'-8"	4'-1"
8"	1'-8"	4'-3"
10"	1'-10"	4'-5"
12"	2'-0"	4'-6"
16"	2'-4"	4'-10"
20"	2'-8"	5'-2"
24"	3'-0"	5'-6"
30"	3'-6"	6'-0"
36"	4'-0"	6'-6"

## GENERAL NOTES:

1. VARIATIONS IN COVER MAY BE REQUIRED BECAUSE OF SUBSURFACE CONDITIONS INCLUDING DEPTH OF EXISTING FACILITIES. WHEN COVER IS LESS THAN 2'-0" FOR DISTRIBUTION MAINS OR LESS THAN 3'-0" FOR TRANSMISSION MAINS, THE PIPE SHALL BE PROTECTED AS PER DWG. EO-6799-C.
2. WHEN SHEETING IS USED, THE "TRENCH WIDTH" DIMENSION SHALL BE MEASURED FROM THE INSIDE OF THE SHEETING.
3. DISTRIBUTION MAINS SHOULD BE INSTALLED WITH 3'-0" OF COVER SO AS TO ALLOW THE COVER ON THE SERVICE PIPING TO BE A MINIMUM OF 2'-0".
4. WHEN INSTALLING COILED PLASTIC PIPE, THE TRENCH WIDTH CAN BE LESS THAN SHOWN.
5. INSTALL A SANDBAG AT 10' INTERVALS

## REFERENCE DWGS &amp; SPECS:

GAS MAINS INSTALLATION ----- G-8005  
SHEETING ----- EO-16954-B  
EO-16965-B  
PROTECTIVE COVER ----- EO-6799-C  
BACKFILLING ----- EO-1181  
EO-8085

THIS DWG. SUPERSEDES ----- EO-7922

EFFECTIVE DATE 8/21/88

TRENCH EXCAVATION FOR  
GAS MAINS UP TO 350 PSIG

CONSOLIDATED EDISON COMPANY OF N.Y., INC.  
GAS OPERATIONS DEPT.

DATE 7/21/88  
LAST REV. 3/12/06

DWG. NO. 309495 REV. 3

GAS OPERATIONS  
CONSTRUCTION STDS.  
VOLUME 2  
SECTION 5



**END OF ADDENDUM NO. 3**

**This addendum consists of thirty four (34) pages**

**(NO TEXT ON THIS PAGE)**

**ATTACH TO CONTRACT DOCUMENTS**

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

**PROJECT ID: HMMWTCA6A**

**RECONSTRUCTION OF BROADWAY  
PHASE I**

**FROM RECTOR STREET TO ANN STREET**

**INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK**

**Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK**

**ADDENDUM NO. 4**

**DATED: February 10, 2012**

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**This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.**

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The Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS
- D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

**A. NOTICE TO BIDDERS**

- (1) (A) The Contractor is advised that copies of the Standard Sewer Specifications (dated August 1, 2009), Sewer Design Standards (dated (September 2007) Revised January 2009), Standard Water Main Specifications (dated August 1, 2009), Specifications For Trunk Main Work (dated February 2010) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction  
Division of Infrastructure  
Design Services, Specifications, 3<sup>rd</sup> Floor  
30-30 Thomson Avenue  
Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation  
55 Water Street, Ground Floor  
New York City, NY 10041

- (2) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

**B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS**

(NO TEXT)

**C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS**

- (1) **Refer** to Subsection 1.06.3 - Hours Of Work, Page I-4:  
**Add** the following to Subsection 1.06.3:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

\* Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

- (2) **Refer** to Subsection 1.06.14 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-10:  
**Add** the following to Subsection 1.06.14:

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Donald Soldiviero at (212) 460-4834.

- (2) EMPIRE CITY SUBWAY (ECS)

There are EMPIRE CITY SUBWAY facilities in the area of construction. The Contractor shall notify EMPIRE CITY SUBWAY at least seventy-two (72) hours prior to the start of construction by contacting Mr. Michael Fitzpatrick at (212) 977-8142.

(3) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. Edward Vomero at (718) 888-4232.

(3) **Refer to Subsection 1.06.20 - Contractor To Notify City Departments, Page I-12:**  
**Add the following to Subsection 1.06.20:**

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Acting Director, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Bill Steyer at (212) 860-1844.

(4) **Refer to Subsection 1.06.29 - Contractor To Provide For Traffic, Page I-15:**  
**Add the following to Subsection 1.06.29:**

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HMMWTCA6A.

(5) **Refer to Section 1.08 - Miscellaneous Provisions, Page I-19:**  
**Delete Subsection 1.08.2 - Vendors in its entirety:**  
**Substitute the following new Subsection 1.08.2:**

**1.08.2 VENDORS**

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in



the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

- (6) Refer to **Section 1.08 - Miscellaneous Provisions**, Page I-20:  
Add the following new **Subsection 1.08.7**:

**1.08.7 SUBMITTAL OF SCHEDULE LOG**

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

- (7) Refer to **Section 2.05 - Precast Reinforced Concrete Pipe, Subsection 2.05.4 - Materials, Workmanship And Finish**, Page II-10:

Delete from **Subsection 2.05.4**, paragraph (A) CONCRETE in its entirety:

Substitute the following:

(A) CONCRETE - The Concrete shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**, and be a homogeneous mixture of such proportions and quality that the pipe will conform to the design and test requirements of these specifications.

- (8) Refer to **Section 2.15 - Concrete, Subsection 2.15.3 - Modifications**, Page II-23:

Delete from **Subsection 2.15.3, Reference Number D 3.2.1** together with its paragraphs in their entirety:

Substitute the following:

D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction.

Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

(9) **Refer** to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

**Add** to Subsection 2.15.3, before Reference Number D 8.2 the following:

D 7.3.3 **ADD** the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

(10) **Refer** to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

**Delete** from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:

**Substitute** the following:

D 16.3 Testing Service - **ADD** the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

(11) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:

Delete from Subsection 2.15.3, Reference Number D 16.8 together with its paragraphs in their entirety:

Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - ADD the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

#### CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(12) Refer to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) Add the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) Delete from Subsection 4.06.3, the fourth paragraph in its entirety:  
Substitute the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than two (2) feet above the top of the sewer conduit (i.e. sewer pipes on cradles or encasements, reinforced concrete sewers, basin and house connections, culverts, etc.) to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other

approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from two (2) feet above the top of the sewer conduit to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

**(C) Delete from Subsection 4.06.3, the seventh paragraph in its entirety:**  
**Substitute the following:**

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

**(13) Refer to Section 5.01 - Reinforced Concrete Sewers, Subsection 5.01.4 - Precast Reinforced Concrete Sewer, Paragraph (C) - Details, second paragraph, first line, Page V-4:**  
**Change the words "C789 or C850 (as required)", to "C1433":**

**(14) Refer to Section 5.05C - Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method, Subsection 5.05C.6 - Separate Payment, third paragraph, second line, Page V-49**  
**Change the word, "nine", to "eleven":**

**(15) Refer to Section 5.11 - Outfall Structures, Subsection 5.11.2 - Materials, Page V-95:**  
**Delete from Subsection 5.11.1, paragraph (A) in its entirety:**  
**Substitute the following:**

(A) Concrete used for outfall structure (including headwalls, reinforced concrete sewer outfalls, cradles and encasements, chambers, manholes and catch basins) shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**; and, shall contain entrained air of six percent (6%), and a corrosion inhibitor. The corrosion inhibitor shall consist of a calcium nitrite solution, containing  $30 \pm 2\%$  calcium nitrite solids by weight and having a specific gravity of  $1.27 \pm 0.02$ . The corrosion inhibitor when used in the manufacturing process shall not produce a significant amount of chloride ions in the final product (less than 1,000-ppm). The pH shall be greater than 8. The admixture shall not contain chemicals that produce a condition injurious to the quality and durability of the concrete or reinforcing steel. Calcium nitrite, which acts as an accelerator, may be used in conjunction with compatible retarding admixtures to control setting time and workability of the concrete; consult the manufacturer of the product. The corrosion inhibitor must be added to the mix immediately after air entraining and retarding admixtures have been introduced into the batch. Acceptance of calcium nitrite based corrosion inhibitor shall be based upon it being listed in the most current New York State Department of Transportation's "Approved List Of Calcium Nitrite Based Corrosion Inhibitors".

**(16) Refer to Section 5.18A - Sewer Cleaning, Subsection 5.18A.3 - Disposal, Page V-124:**  
**Delete from Subsection 5.18A.3, the first paragraph in its entirety:**  
**Substitute the following:**

All material removed from the sewers and sewer portions through the manholes under this contract shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

(17) Refer to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-161:

Delete from Subsection 5.23.1, the third paragraph in its entirety:

Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(18) Refer to Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria, Page V-162:

Add the following to Subsection 5.23.4:

(C) The Contractor may substitute skid resistant steel plates for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(19) Refer to Subsection 5.32.4 - Specific Pavement Restoration Provisions, Page V-185:

Add the following to Subsection 5.32.4:

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HMMWTCA6A.
- (2) In street areas requiring sewer and water main work outside the limits of highway reconstruction (Broadway north of Ann Street) the restoration shall be as follows:
  - (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of three (3) inches of asphaltic concrete wearing course on a minimum of one and one-half (1-1/2) inches of binder mixture on a base course of a minimum of six (6) inches of high-early strength concrete, to match the existing pavement as directed by the Engineer.
- (3) The following requirements apply to the areas specified in subsection (2) above:
  - (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
  - (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 5.30 - Pavement Excavation** of both the Standard Sewer Specifications and the Standard Water Main Specification.
  - (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration, 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 tack coating, removal of pavement markings, placement and eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings shall be deemed included in the prices bid for all pavement restoration items.
- (f) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u>	<u>Item</u>	<u>Payment Description</u>
4.02 I4-3	Asphaltic Concrete Wearing Course, Type I-4, 3" Thick	(For asphaltic concrete wearing course top course.)
4.02 CB	Asphaltic Concrete Mixture	(For binder mixture top filler course under asphaltic concrete wearing course; and binder mixture in Type A and B Keys.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration, (High-Early Strength)	(For concrete base course over trenches and cutbacks.)

(20) Refer to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-195:  
Change 16", to 16'.

**D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS**

- (1) **Refer** to Subsection 1.06.3 - Hours Of Work, Page I-4:

**Add** the following to Subsection 1.06.3:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below\*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

**<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>**

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

\* Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: **<http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>**

- (2) **Refer** to Standard Water Main Specifications (August 1, 2009), Subsection 1.06.29 - Contractor To Provide For Traffic, Page I-15:

**Add** the following to Subsection 1.06.29:

See amended Standard Sewer Specifications (August 1, 2009) Subsection 1.06.29 - Contractor To Provide For Traffic of this addendum.

- (3) **Refer** to Section 1.08 - Miscellaneous Provisions, Page I-19:

**Delete** Subsection 1.08.2 - Vendors in its entirety:

**Substitute** the following new Subsection 1.08.2:

**1.08.2 VENDORS**

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

- (4) **Refer** to Section 1.08 - Miscellaneous Provisions, Page I-20:  
**Add** the following new Subsection 1.08.7:

**1.08.7 SUBMITTAL OF SCHEDULE LOG**

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

- (5) **Refer** to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-11:  
**Delete** from Subsection 2.15.3, Reference Number D 3.2.1 together with its paragraphs in their entirety:  
**Substitute** the following:

D 3.2.1 **DELETE** 3.2.1 to 3.2.9 of GS11 and **SUBSTITUTE** the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix



plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

- (6) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-13:  
Add to Subsection 2.15.3, before Reference Number D 8.2 the following:

D 7.3.3 ADD the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

- (7) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:  
Delete from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:  
Substitute the following:

D 16.3 Testing Service - ADD the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

- (8) Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:

**Delete** from Subsection 2.15.3, Reference Number D 16.8 together with its paragraphs in their entirety:

**Substitute** the following:

D 16.8 Responsibilities and Duties of Contractor - **ADD** the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

#### **CONCRETE TEST CYLINDERS**

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(9) **Refer** to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) **Add** the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) **Delete** from Subsection 4.06.3, the fourth paragraph in its entirety:  
**Substitute** the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e.

jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from twelve (12) inches above the top of the barrel of the water main pipe to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) **Delete** from **Subsection 4.06.3**, the seventh paragraph in its entirety:  
**Substitute** the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(10) **Refer** to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3(F) - Bedding And Foundation Of Pipes, Page V-8**:

**Delete** from **Subsection 5.02.3(F)**, Paragraph (5) - Pier And Plate, in its entirety:

**Substitute** the following new Paragraph (5):

(5) Shallow Cover: Where mains 24-inches and smaller are laid with covers of 2'-0" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 42063-Y** or as directed by the Engineer.

Where mains 24-inches and smaller are laid with covers between 2'-6" and 2'-0", the Contractor shall provide steel plates only over the main with dimensions as shown on **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Where mains 30-inches and larger are laid with covers of 2'-6" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Covers over the new mains shall not be less than 1'-6".

(11) **Refer** to **Subsection 5.04.4 - Furnishing, Delivering And Installing Steel Tee, Paragraph (5), Item Numbers list, Page V-23**:

**Delete** Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":

(12) **Refer** to **Section 5.05 - Furnishing And Delivering Gate Valves, Page V-35**:

(A) **Delete** from **Subsection 5.05.1 - Description**, the first paragraph in its entirety:

**Substitute** the following:

This specification describes furnishing and delivering of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be furnished and delivered by the Contractor on the contract.

(B) **Delete** from **Subsection 5.05.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

**Substitute** the following words, "3-inch to 20-inch":

(13) **Refer** to Section 5.06 - Setting Gate Valves, Page V-38:

(A) **Delete** from Subsection 5.06.1 - Description, the first paragraph in its entirety:  
**Substitute** the following:

This specification describes the installation of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves. It also describes the installing of manhole frames (skirts and heads) and covers.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be installed by the Contractor on the contract.

(B) **Delete** from Subsection 5.06.2 - Materials, second paragraph, first line, the words, "6-inch hydrant":

**Substitute** the following words, "3-inch to 20-inch":

(14) **Refer** to Section 5.23 - Decking, Subsection 5.23.1 - Description, Page V-73:

**Delete** from Subsection 5.23.1, the third paragraph in its entirety:

**Substitute** the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(15) **Refer** to Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria, Page V-74:

**Add** the following to Subsection 5.23.4:

(C) The Contractor may substitute skid resistant steel plates for timber mats, subject to approval in accordance with Subsection 4.05.5. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of Subsection 4.05.6(G).

(16) **Refer** to Standard Water Main Specifications (August 1, 2009), Section 5.32 - Final Restoration Of Pavements, Page V-99:

**Add** the following to Subsection 5.32.4 - Specific Pavement Restoration Provisions:

See amended Standard Sewer Specifications (August 1, 2009) Subsection 5.32.4 - Specific Pavement Restoration Provisions of this addendum.

(17) **Refer** to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-114:

**Change** 16", to 16'.

END OF ADDENDUM NO. 2

This Addendum consists of eighteen (18) pages.

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

BROADWAY FROM RECTOR STREET TO ANN STREET

INCLUDING  
SEWER, WATER MAIN, STREET LIGHTING, TRAFFIC WORK,  
Together With All Work Incidental Thereto  
BOROUGH OF MANHATTAN  
CITY OF NEW YORK

ADDENDUM NO.5

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DATED: FEBUARY 9, 2012

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THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Articles, Appendixes, Specifications, Sketches and Scope of Work, which are hereby made a part of the original contract documents:
  - A. The "JOINT BID WITH PRIVATE UTILITY COMPANIES SPECIAL PROVISIONS" (Pages A5-7 through A5-44 in this Addendum); and the following Con Edison specialty work items (contained on Pages A5-28 through A5-44):
    - JB 610 - Installation of Steel Gas Pipe
    - JB 611 - Installation of Steel Gas Pipe Fitting
    - JB 620 - Installation of Steam Pipe
    - JB 621 - Installation of Steam Pipe Fittings
    - JB 625 - Installation of Steam Equipment
  - B. The Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", dated August 1, 2005, and which is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101;
  - C. Private Utilities "Additional Specifications", Scope of Work and Sketches (Pages A5-45 through A5-119 in this Addendum); and,
  - D. Private Utility drawings  
Drawings JB1 thru JB14, Joint Bid Utility Drawings (All Utilities)

2. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", Specification for JB 450, pages 56, 57, and 58;  
Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The "Method of Measurement", on page 57, states that "The actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which shall be only as per the task performed."
  
3. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", Specification for JB 225, page 10, Article A. Description;  
Delete the last four lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";  
Substitute the following revised text: "accordance with Specification Section 7.18 - Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost shall be deemed included in this item."
  
4. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", Specification for JB 225, page 10, Article B. Materials;  
Delete the first sentence in its entirety, beginning with the words: "Furnish Controlled Low Strength Material fill or backfill . . .";  
Substitute the following revised sentence: "Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 - Controlled Low Strength Material (CLSM), of the Standard Highway Specification."
  
5. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", Specification for JB 226, page 12, Article A. Description;  
Delete the last five lines of text in their entirety, beginning with the words: "accordance with Specification under Addendum #1, . . .";  
Substitute the following revised text: "accordance with Specification Section 7.18 - Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 shall be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost shall be deemed included in this item."

6. Refer to the Private Utility reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN", Specification for JB 226, page 12, Article B. Materials;  
Delete the first sentence in its entirety, beginning with the words: "Furnish controlled low strength material fill or backfill . . .";  
Substitute the following revised sentence: "Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 - Controlled Low Strength Material (CLSM), of the Standard Highway Specification."
- A. The Contractor may perform Con Edison gas and/or steam specialty work at their option, if they are Con Edison pre-qualified. If the Contractor elects not to perform the specialty work or if the Contractor is not Con Edison gas and/or steam qualified, then the Contractor shall sub-contract the specialty work to Con Edison pre-qualified gas and steam contractors on page A5-44.
- B. Contractors that would like to become Con Edison gas qualified should contact George Bove, of Con Edison's Learning Center at 718-425-6016 for additional information.
- C. Contractors that would like to become Con Edison steam qualified should contact Ed Eng, of Con Edison's Steam Operations Department at 212-894-9527 for additional information.
7. Refer to the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" and Issued: August 1, 2005, page 46, JB 405 - EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES, Subsection D. Method of Measurement;  
Delete Subsection D, in its entirety;  
Substitute the following revised Subsection D:

**"D. Method of Measurement**

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated as directed by the facility operator in consultation with the Resident Engineer. The total width of the excavation to be measured for payment shall not exceed the width of the utility facility installed plus 12 inches for unsheeted trenches and 24 inches for sheeted trenches unless approved by the facility operator. The volume occupied by existing pipes or other structures will not be deducted from the total volume measured.

JB 405.1 Trench Excavations for installation of Utility Facilities with total depths less than five feet (C.Y.)

JB 405.2 Trench Excavations for Utility Facilities with total depths equal to or greater than five feet (C.Y.)"

8. Refer to the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" and Issued: August 1, 2005, page 11, JB 225 - REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES, Subsection D. Method of Measurement;  
Delete Subsection D, in its entirety;  
Substitute the following revised Subsection D:

**"D. Method of Measurement**

The quantity to be measured for payment shall be each location where an existing catch basin is removed and a new pre-cast and/or field constructed basin is installed in the same location and where utility facilities are located within the limits indicated on Sketch No. JB 225. Utility facilities located closer than the established minimum limits (as shown on Sketch JB 225) shall be removed or adjusted by the contractor under other JB items within this contract. This section shall then cover the adjusted facilities. Payment will be made only one time in order to support and/or protect the integrity of all private utility facilities and payment shall be made only by one Utility Facility Operator in order to support and/or protect the integrity of all private utility facilities at locations where an existing catch basin is removed and a new pre-cast and/or field constructed basin is installed at the same location as an existing basin, as specified on contract drawings."

9. Refer to the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" and Issued: August 1, 2005, page 13, JB 226 - INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES, Subsection D. Method of Measurement;  
Delete Subsection D, in its entirety;  
Substitute the following revised Subsection D:

**"D. Method of Measurement**

The quantity to be measured for payment shall be the number of basins installed where utility facilities are located within the limits indicated on JB Sketch No. JB 225. Utility facilities located closer than the established minimum limits (as shown on Sketch JB 225) shall be removed or adjusted by the contractor under other JB items within this contract. This section shall then cover the adjusted facilities. Payment will be made only one time in order to support and/or protect the integrity of all private utility facilities and payment shall be made only by one Utility Facility Operator in order to support and/or protect the integrity of all private utility facilities at locations where a new pre-cast and/or field constructed basin is installed, and no catch basin previously existed, as specified on contract drawings."

10. Refer to the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" and Issued: August 1, 2005, page 15, JB 227 - REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES, Subsection D. Method of Measurement;  
Delete Subsection D, in its entirety;  
Substitute the following revised Subsection D:



**"D. Method of Measurement**

The quantity to be measured for payment shall be each basin removed or abandoned in place in lieu of removal, if directed by the Resident Engineer, where utility facilities are located within the limits indicated on JB Sketch No. JB 225. Utility facilities located closer than the established minimum limits (as shown on Sketch JB 225) shall be removed or adjusted by the contractor under other JB items within this contract. This section shall then cover the adjusted facilities. Payment will be made only one time in order to support and/or protect the integrity of all private utility facilities and payment shall be made only by one Utility Facility Operator in order to support and/or protect the integrity of all private utility facilities at locations where an existing catch basin is to be removed or abandoned in place in lieu of removal, if directed by the Resident Engineer, and no new basin is to be installed at the same location, as specified on contract drawings."

11. Refer to the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" and Issued: August 1, 2005, page 57, JB 450 - CONSTRUCTION FIELD SUPPORT, Subsection D. Method of Measurement, forth paragraph;  
Delete the forth paragraph, beginning with the words "Type .1 = Construction Field Support requiring an average size Survey Crew . . ." and ending with the words ". . . and provide quality data analysis reports.";  
Substitute the following revised text:

"Type .1 = Construction Field Support requiring an average size Survey Crew that will perform typical field survey functions and provide quality data analysis reports. All final and approved field data analysis reports submitted and received are deemed included in the quantity measured for payment. No additional crew hours will be paid for providing data analysis reports which shall be deemed included in the survey crew hours measured."

12. Refer to the Private Utilities reference document called "JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN" and Issued: August 1, 2005, page 79, JB 638N - INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE, Subsection E. Price to Cover, first paragraph;  
Delete the first paragraph, in its entirety;  
Substitute the following revised text as the first paragraph:

"The unit price bid under this item shall be a unit price per cubic yard (CY) of concrete, cast on site concrete; brick and mortar placed in the field constructed utility structure. The unit price shall cover the cost of all labor, materials, plant, equipment, insurance; maintenance and protection of traffic and incidentals required to field construct partially or totally, rebuild or modify, a privately owned utility structure. The unit price shall also include all formwork, installation of concrete, bricks, mortar, steel reinforcement, structural steel beams, furnish and install pre-cast roofs, chimney, and installation of interior hardware and exterior hardware, including frames and covers. The unit price shall further include the cost of furnishing and installing concrete winter mix or retardants as required, maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the field

constructed structure, and the furnishing of samples, as required. All work shall comply with the plans, specifications, standards, and directions of the facility operator in consultation with the Resident Engineer."

13. Refer to the Bid and Contract Documents, Addendum No. 5,  
page A5-12, Sub-Article 4.5 Application Of The  
Multiplier During Contract Performance;  
Insert the following text to the end of Sub-Article 4.5:

"Note: In addition to the bidder's Multiplier, the following Factors to Unit Prices apply to all Bid Items payable by Con Edison only for work performed outside the work hour stipulations approved by the DOT under this contract and when approved by the authorized Con Edison representative in consultation with the Resident Engineer (e.g. Payment for Con Edison work under Item JB 406(CE) to be done on Saturday would be paid for at the unit price of \$213.00 times the bidder's Multiplier times the Factor of 1.22). The Factors to Unit Prices shall cover all the incremental cost of labor, material, equipment, insurance, bonding, on-site supervision, light towers, light tower engineer, plant openings, dump fees, noise monitoring, and all incidentals necessary to complete the work.

#### Factors to Unit Prices

Off shift	Monday - Friday, 3:30PM - 12:00AM	1.11
Overtime	Monday - Friday, after straight 8 hours	1.20
Saturday		1.22
Sunday/Holiday		1.39 "

**JOINT BID WITH PRIVATE UTILITY COMPANIES SPECIAL PROVISIONS**

The following shall become a part of and apply to the Contract:

As further described in this document, pursuant to the Act, the City is bidding jointly Project ID: HMMWTCA6A. The City has combined its Public Work and the Utility Work into one bid package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work sections. All prospective bidders should be alerted to the fact that each utility prepared its' Utility Work specifications, drawings, and all other necessary contract documents for the Utility Work sections.

**Article 1. GENERAL INFORMATION:**

1 Sections 1 through 5, inclusive, of Chapter 24 of the Unconsolidated Laws of the State of New York, 2004 Regular Session, as amended, commonly referred to as the Coordinated Construction Act for Lower Manhattan (the "Act"), authorizes the City of New York (the "City") to, among other things, plan its work in Lower Manhattan, as defined below, with the Utilities, as defined below, bid jointly with the Utilities, and to enter into an agreement with the Utilities to implement the intentions of the Act.

2 Pursuant to the Act, the City has entered into an agreement (the "Joint Bid Agreement") with the following Utilities: Consolidated Edison Company of New York, Inc., ("Con Ed"), Verizon New York Inc., ("Verizon"), Empire City Subway Company, Ltd., ("ECS") and Time Warner Entertainment Company, L.P., d/b/a Time Warner Cable through its New York City division ("TWCNYC"), to include their Utility Work, as defined below, in contracts let by the City, with regards to the facilities owned by the Utilities in the project area.

3 Please read over those amended sections to follow and understand clearly the relationship of the City, the Utilities and the Contractor in this joint bid contract. Also, please read over carefully the sections that deal with approval of payments by the City and Utilities and disputes, if any, with the Utilities for the Utility Work sections.

4 The General Provisions of DDC's infrastructure contract, namely - Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated February 1, 2009; Articles 1.06.14 through 1.06.17 of the General Conditions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009, as they apply to those utility companies which have entered into the Joint Bid Agreement with the City are hereby deleted and replaced with the following provisions. The above listed provisions are and shall remain applicable as to utility companies which have not entered into the Joint Bid Agreement.

## Article 2. DEFINITIONS:

- .1 "Business Days" or "Days" shall mean Monday through Friday, excluding holidays.
- .2 "City Accommodations" shall mean any changes made to the Public Work at the request and expense of the Utility during Pre-engineering or at any other time and may include, but shall not be limited to, altering the location of City Facilities; changing the type of City Facilities constructed; extending the length or number of City Facilities constructed, including additional paving; and, changing or adding materials used for the Public Work project.
- .3 "City Facility(ies)" shall mean any facility owned by the City, including, but not limited to, roadways, streets, highways, parkways and other thoroughfares, bridges, sewers, culverts, catch basins, chutes and water mains.
- .4 "City's RE" shall mean the City's resident engineer, who will have the overall responsibility for overseeing and managing all issues concerning safety, design, coordination, schedules and payments for the Joint Bid Project.
- .5 "Commissioner" shall mean the Commissioner of DDC.
- .6 "Contingent Items" shall mean the items to be taken and understood to mean all labor, material and equipment necessary to complete extra work and for which unit prices have been fixed in the City's construction contract.
- .7 "Coordinated Construction Act for Lower Manhattan" or "Act" shall mean Sections 1 through 5, inclusive, of Chapter 24 of the Unconsolidated Laws of the State of New York, 2004 Regular Session, as amended.
- .8 "DDC" or "Department" shall mean the City's Department of Design and Construction, or any other agency or department that is acting as the Department's agent in the development or construction of Public Work projects in Lower Manhattan and Joint Bid Projects.
- .9 "DOT" shall mean the City's Department of Transportation.
- .10 "Gas Agreement" shall mean a separate gas cost sharing allocation agreement, dated June 29, 1989, as amended, between the City and Con Ed.
- .11 "Joint Bid Project(s)" shall mean a construction project in Lower Manhattan that the City and Utilities agree will be awarded pursuant to the Procurement Policy Board Rules and will include both City Facilities and Utility Facilities.
- .12 "Interference Work" shall mean such work as is required to be performed by the Contractor during the performance of Public Work, as defined herein, in order to maintain, protect, support, shift, alter, relocate, remove, and/or replace Utility Facilities at the Utilities' expense.

.13 "Lay Outs" shall mean the Utilities' plans and schedules for any proposed Specialty Utility work.

.14 "Lower Manhattan" shall mean that area as defined and described in the Act.

.15 "MPS" shall mean the maintenance and protection of the construction site of a Joint Bid Project.

.16 "MPT" shall mean the maintenance and protection of the traffic on and near a Joint Bid Project.

.17 "Multiplier" shall mean an adjustment factor to be applied to the all-inclusive unit prices set forth in the Unit Price Book that a Contractor will provide in its bid that the City will use to determine the bid price on a Joint Bid Project that includes all of the Contractor's costs and expenses related to the performance of the work, management, supervision and administration, all items of its overhead, and any anticipated profit.

.18 "Other Public Agency" shall mean any government entity other than the City's DOT or Department of Environmental Protection. Such other government entities include, but are not limited to, the Port Authority of New York and New Jersey and the Transit Authority.

.19 "PPB Rules" shall mean the City's Procurement Policy Board rules, as amended.

.20 "Pre-engineer" or "Pre-engineering" shall mean a process undertaken by the Utilities on all Joint Bid Projects whereby the Utilities will determine and mark-out current Utility Facilities, and design the location and/or re-location of Utility Facilities in a manner that is to the extent practicable, efficient and cost-effective for both the City and the Utilities to avoid or ameliorate disturbances to the City Facilities and the Utilities Facilities, and in which the City and Utility participate in prior to the award of a Joint Bid Project contract.

.21 "Project Manager" shall mean the individual(s) designated by each Utility to the Joint Bid Project as a full-time person with the authority to represent the Utility, render binding decisions on behalf of the Utility, coordinate all Utility Work and facilitate all necessary decisions regarding Utility Facilities.

.22 "Public Work" shall mean the following: (a) construction, reconstruction, installation, alteration, maintenance, repair, grading, re-grading, regulating and improvement of roadways, highways, streets, parkways and other thoroughfares, and bridges located within Lower Manhattan and (b) similarly for sewers, culverts, catch basins, chutes and water mains. This also includes all City Accommodations.

.23 "REI" shall mean the resident engineering and inspection services procured by the City in connection with a Joint Bid Project.

.24 "Shared Items" shall mean the bid items in the City's construction contract in which the total cost will be paid for by the City and the Utilities in accordance with their share as mutually agreed upon.

.25 "Specific Public Work Items" shall mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Public Work portion of the Joint Bid Project and it is these unit price items and quantities related to the Public Work that will be bid upon and evaluated by the City for the Public Work portion of the City's construction contract.

.26 "Specific Shared Items" shall mean a detailed set of specifications prepared by the City based on the City's engineering, design and plans that will represent the Shared Items portion of the Joint Bid Project and it is these unit prices and quantities related to Shared Items that will be bid upon and evaluated by the City for the Shared Items portion of the City's construction contract.

.27 "Specialty Contractors" shall mean any third party contractors hired by a Utility to perform Specialty Utility Work.

.28 "Specialty Utility Work" shall mean work traditionally performed only by the Utility using its own forces or Specialty Contractors that is necessary for the completion of the Joint Bid Project including, but not limited to, the installation and removal of insulation, "live" gas and steam work, pipe ripping, cable-related work and environmental clean-up work.

.29 "Specific Utility Work Items" shall mean a detailed set of specifications prepared by the Utilities based on the Utility's Pre-engineering that will represent the Utility Work portion of the Joint Bid Project for which unit price items and quantities related to Utility Work will be bid upon by Contractors and evaluated by the City for the Utility Work portion of the City's construction contract.

.30 "Unit Price Book" shall mean an inclusive list of construction tasks with corresponding all-inclusive unit prices set by the City for its tasks and set individually by each Utility for their individual tasks upon which Contractors will bid a Multiplier. If there is extra work for the City or a Utility, then either the City or Utility may use any available applicable unit from the Unit Price Book regardless of whether it is considered or defined as a City unit or Utility unit.

.31 "Utility Capital Work" shall mean construction of new, relocation or replacement Utility Facilities, the cost of which is not normally expensed by the Utility in accordance with the New York State Public Service Commission's Uniform System of Accounts or generally accepted accounting principles, and which is not Interference Work, as defined herein.

.32 "Utility Facility(ies)" shall mean the property owned by the Utilities, including, but not limited to, pipes, poles, conduits, wires, lines and other facilities, structures or property of the Utilities that may be below ground, at ground-level or above ground, that could disturb or interfere with the Public Work.

.33 "Utility" or "Utilities" shall mean the following entities: (a) Con Ed, (b) Verizon, (c) ECS and (d) TWCNYC.

.34 "Utility Work" shall mean all Interference Work and Utility Capital Work.

**Article 3. PERFORMANCE OF A JOINT BID PROJECT:**

.1 The Contractor shall perform all Public Work, Interference Work, Shared Items, and Utility Work, shown in the contract documents.

.2 All of the contract requirements and conditions shall be applicable to the Public Work, Interference Work, Shared Items, and Utility Work.

.3 The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform Interference Work, Shared Items, and Utility Work.

.4 The Contractor agrees that its bid items and prices for Interference Work, and Utility Work shall include all incremental costs and/ or additional compensation for performing Public Work including: coordination of its work with the Utilities, loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, remobilization, demobilization, added cost or expense, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, "Non Cost Sharing" gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.

.5 The Contractor agrees that it shall be paid based on the single Multiplier submitted and that such single Multiplier shall apply to the Public Work, Interference Work, Shared Items, and Utility Work. The Contractor further agrees that in the performance of the contract, the Multiplier shall be applied to every item in the Unit Price book (excluding Item Nos. 6.84 A, HW-904, JB-900(CE), JB-900(ECS), JB-900(TW), and UTL-GCS-2WS) that is or may be necessary to perform the Joint Bid Project, regardless of whether the work is performed for the City or a Utility.

.6 The Contractor agrees that the Utilities are third party beneficiaries of the contract for a Joint Bid Project, and that the Utilities shall be entitled to rely upon and enforce any and all terms and conditions of the contract for a Joint Bid Project as it pertains to the Contractor and the performance of the Interference Work, Shared Items and Utility Work.

.7 The Contractor agrees that by the act of submitting a bid on the Joint Bid Project, the Contractor and its subcontractors shall waive any and all rights they may have, if any, under law, contract or otherwise, to compel (or to compel the City to assert any right the City may have to require, including the issuance of any directives or so-called "order outs" under the New York City Administrative Code) any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility Facilities in connection with the work to be performed on a Joint Bid Project.

.8 The Contractor agrees that where multiple Utilities cross a City trench at a distance of one (1) foot or less at the narrowest point from each another, as per Sketch J.B. 100 E of the JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN reference document, then payment for support and protection of utilities will be made as one crossing to be paid at the highest unit price of the applicable Utility crossing items.

#### **Article 4. BIDDING AND AWARDING OF A JOINT BID PROJECT**

.1 General Information. The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for both Public Work and Utility Work. The City will create a Unit Price book for the public Work portion of the Joint Bid Project and each Utility will create a Unit Price Book for the Utility Work portion of the Joint Bid Project. The contract documents include a single Unit Price Book (Volume 1, Bid Booklet) that includes items of work for the Public Work and Utility Work portions of the Joint Bid Project.

.2 Items of Work To Be Bid Upon. In the bid solicitation documents, the City has identified the applicable unit prices from the Unit Price Book and provided estimates of quantities for both Specific Public Work Items and Specific Utility Work Items. Bidders shall be required to bid a Multiplier on all Items. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's Multiplier shall be calculated on the City's Specific Public Work Items and estimates and the Utilities' Specific Utility Work Items and estimates.

.3 Single Multiplier Bid SUBMISSION. On Joint Bid Projects, all bidders shall be required to bid a single Multiplier for the Public Work, Utility Work, and Shared Items.

.4 Application Of The Bidder's Multiplier For Reviewing The Lowest Bid. In reviewing a bid to determine the lowest bid, a bidder's Multiplier will be applied to the Specific Public Work Items and the Specific Utility Work Items.

.5 Application Of The Multiplier During Contract Performance. In administering the contract, the Multiplier will be applied to every item (excluding Item Nos. 6.84 A, HW-904, JB-900(CE), JB-900(ECS), JB-900(TW), and UTL-GCS-2WS) in the Unit Price Book that is or may be necessary to perform the Joint Bid Project, regardless of whether the work is performed for the City, for a Utility or for some or all parties.

.6 The City's Evaluation Of A Bid On A Joint Bid Project. In compliance with the PPB Rules and the Act, the City will evaluate bids and determine if the lowest monetary bid is responsive. The PPB Rules set forth the factors affecting the responsiveness of bids. A responsive bid will, among other things, comply with all material terms and conditions of the contract solicitation documents. In addition, a bidder's Multiplier shall apply to the estimated unit price for each and every item contained in the Unit Price Book for the entire Joint Bid Project, regardless of whether the City or the Utilities have estimated a quantity for the item or items.

.7 The City's Evaluation To Determine That A bidder Is Responsible. After the City has determined that a bid is responsive, the City will evaluate the bidder to determine if it is a responsible entity eligible to receive public funds. The PPB Rules set forth the factors affecting a bidder's responsibility. A responsible bidder will, among other things, affirmatively demonstrate to the City its responsibility, including, when necessary, the responsibility of its proposed subcontracts.

.8 Calculation Of The Lowest Bid For The Joint Bid Project. The lowest bid for the Joint Bid Project will be calculated by multiplying the bidder's Multiplier by the unit



prices for the Specific Public Work Items, the Shared Items and the Specific Utility Work Items by the estimated quantities as set forth in the contract solicitation documents.

.9 The City's Award Of A Contract. In compliance with the Act, the City, in its sole discretion, will award a contract based on the lowest Multiplier as submitted by a responsive and responsible bidder.

## **Article 5. CONSTRUCTION MANAGEMENT OF THE JOINT BID PROJECT.**

### .1 Safety, Maintenance and Protection of Site and Traffic.

- (a) City's Responsibilities. The City will inspect the Joint Bid Project site and direct the Contractor to implement the Contractor's safety, MPS and MPT plans. The City or the Contractor will provide the Utilities a copy of the Contractor safety plan on or before the date of the City's "Notice-To-Proceed", but not later than ten (10) Business Days after the Notice To Proceed.
- (b) Utilities' Responsibilities. Before any Specialty Contractor starts working, the Utilities will give the City a copy of the Specialty Contractor's safety plans as approved by the Utility and will allow the City to monitor compliance with such safety plans. The Utilities agree that the Specialty Contractor's approved safety plan shall, at a minimum, follow the Contractor's safety plan in place on the specific Joint Bid Project.

.2 Guarantees and Warranties. The Contractors' guarantee and warrantee of the Utility Facilities shall be as stipulated in the Utility specifications. The Utilities agree that upon release of retention and/or any other withholdings by the City upon completion of the Joint Bid Project, the Utilities shall release the City and its contractor from enforcement of any warrantees and/or guarantees of the City Contractor that extend beyond this time frame.

.3 Disputes of work to be performed. In general, the Unit Price Book will control with regard to the pricing of all items. Notwithstanding, there may be disagreements between the City and the Contractor over the quantities of Public Work performed by the Contractor or which unit prices are applicable to the Public Work performed by the Contractor. If there are any disputes over a Contractor's payment requisition and invoice for Public Work only, then the City's standard construction contract will govern how the City and the Contractor will address such disputes.

.4 City work to continue. There may be disagreements between the Utilities and the Contractor over the quantities of Utility Work performed by the Contractor or which unit prices are applicable to the Utility Work performed by the Contractor. Such disagreements will not delay Public Work and Contractor will be directed by the Resident Engineer to perform the combined Utility work and 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 plus any Utility Unit Price bid items that may be mutually agreed by the parties in dispute. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner for the Infrastructure Division

1. All issues related to utility work delays due to compensation disputes or monetary claims against utility companies will not be allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility costs issues and/or disputes and monetary claims.

5 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 costs of utility work and/ or compensation for such work or monetary claims against utility companies. Utility work cost disputes and monetary claims may only be submitted to Binding Arbitration procedures set forth below and in Appendix "C", which is attached.

**Article 6. The Utilities' Responsibilities In Identifying Disputes On Utility Work Payment Requisitions and Invoices.** The Utilities will review all payment requisitions by the Contractor for the Utility Work only. If, during the review of a payment requisition, the Utility identifies an issue in the payment requisition for the Utility Work only, the Utility will immediately notify the City and the Contractor by a written notice. After sending such a written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor shall seek arbitration according to the procedures for resolving Utility and Contractor disputes, as set forth herein in Appendix "C". The DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the affected utility company (ies). 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 disputes regarding compensation for performing Utility Work

1 This arbitration process will be outside the jurisdiction of the City's contract dispute resolution board process. The bidders and, ultimately, all Joint Bid Project Contractors, understand and agree that the performance of the Public Work shall continue during all negotiations, discussions, and arbitration proceedings.

2 **The Utilities' Responsibilities During An Arbitration Of A Dispute On Utility Work Payment Requisitions and Invoices.** During an arbitration of a dispute, the Utility will continue to review and approve payment requisitions submitted by the Contractor. The City will continue to pay the City Contractor for these disputed work items.

.3 Resolution Of A Dispute On Utility Work Payment Requisitions And Invoices. Once the arbitrator(s) have made a decision or there has been a negotiated settlement, the Utility shall notify the City within ten (10) calendar days from the date of the arbitrator(s)'s award or a negotiated settlement, and shall advise the City as to the final resolution of the dispute, the amount of the award or settlement, and any necessary payment adjustments that may have to be made to the Contractor's requisition(s). If the arbitrator's award or the negotiated settlement alters any payment requisitions that have previously been submitted by the Contractor and approved for payment by the Utilities and the City, then the Contractor shall submit a revised invoice and payment requisition to the City for all previously invoiced disputed Utility Work in accordance with the final arbitrator(s)'s award or the negotiated settlement. The City shall apply a credit toward the payment of the Contractor's revised invoice based on the payments made previously to the Contractor on the disputed Utility Work during the arbitration proceeding, which may result in either a net debit or a net credit balance due on the Contractor's revised invoice.

.4 Claims of Delay. If Contractor claims or alleges that delays were caused by a Utility for failure to supply and/or provide Specialty Contractors in a timely manner, then the Contractor may bring a claim against the Utility. Neither the Contractor nor the Utility shall bring a delay claim action against the City either in a Court of Law or the City's contract dispute resolution board process; and to the extent the Contractor alleges a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a Court of law and shall not be able to seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action against each other, this legal action will be outside the jurisdiction of the City's contract dispute resolution board process and the City shall not be a party in the litigation process.

## **Article 7. Extra Work and Quantity Overruns**

.1 Extra Public Work. If there are changes, extra work, or omitted work, regarding the Public Work only, then the City's standard construction contract will govern how the City and the Contractor will address such changes, extra work, or omitted work.

.2 Extra Utility Work. Quantity overruns shall be permitted for aggregate totals of JB Categories (JBC) of related Joint Bid items, as listed in Appendix X rather than an analysis of each individual Jpoint Bid Item. An "over-run" and "under-run" premium will be based on the comparison of the aggregate total of the actual units performed by JBC to the aggregate estimated units of each JBC, unless it is an individual item specifically described in Appendix X. No "over-run" or "under-run" premiums shall be applied to contingency item JB-900 and will be documented with a proper Change Order Request.. The calculation of any premium will be as follows:

1. When the total of the actual performed units of the JBC of Bid items exceeds 175% of the total estimated quantities, the contractor will be entitled to a 30% premium. This 30% premium will only be applied to the aggregate total estimated quantities of the JBC that exceeds the 175% of the total estimated costs of that JBC.

2. When the total of the actual performed quantities of the JBC is less than 50% of the total of the estimated quantities of the JBC, the contractor will be entitled to a premium which will be 10% of the total costs of estimated quantities in the JBC which were not performed.
3. Any utility work for which a JBC premium has been paid to the contractor can not be used by the contractor as a basis for any delay, extended performance, and increased material and labor claims against the utility.

3 At all times, the Utilities and the Contractor acknowledge and understand the City's desire to complete the Public Work on schedule, and agree to cooperate with and work with the City and each other to resolve any extra Utility Work issues that may arise in the field. The Contractor and Utilities shall resolve such disputes in accordance with Articles 5 and 6 above, and Appendix "C" herein.

4 **No Admission.** Nothing herein shall be construed to be an admission, acknowledgment or statement that the performance of any Utility Work or any extra Utility Work caused any delay to Public Work or resulted in any additional cost or expenses relating thereto.

Utility Work Is Covered By The Unit Price Book. If the Utility determines that the alleged extra Utility Work is part of the City's contract documents and denies the Contractor's claim or request for a change order, then after receiving the Utility's written response, the Contractor shall either accept the Utility's determination or present to the City, with a copy to affected Utility company (ies), a clear and complete detailed statement as to the nature of the dispute and further provide any and all documents, calculations and information. This provision shall apply only to disputes about the scope of Utility Work delineated by the Contract; the interpretation of Contract documents; the quantities of Utility Work performed by the Contractor; and, which unit prices are applicable to the Utility Work performed by the Contractor and shall not include any determination or opinions related to costs. The claim will then be presented to DDC's Commissioner, who will treat such claim similar to claims under the City's contract dispute resolution board, and without regard for the impact of the claim or the claims process on the project schedule. The Commissioner (or his delegate, who will be an independent third party, but an employee of DDC), will review the claim and issue a written opinion laying out his or her views of the facts in dispute. Both the utility and/or contractor may reject the DDC written opinion and proceed with the arbitration, as set forth in Appendix "C. The DDC written opinion shall not be used by the contractor in any other subsequent disputes on that project, including any extended performance or delay claims, or on any other project.

5 **Extra Utility Work For Which There Are Items In The Unit Price Book.** If the Utility determines that there is extra Utility Work for which there are items in the Unit Price Book, and if there is arbitration over such extra Utility Work, then while the arbitration is pending, the City shall continue to pay the Contractor based on the Utility's final offer and record keeping, i.e., based on the Unit Price Book and the Contractor's Multiplier.

.6 Use of contract Items JB-900(CE), JB-900(ECS), & JB-900(TW) for "Extra Utility Work Costs Allowance" – Fixed Sum – If it is determined that there is extra Utility Work for which there are no applicable items in the Unit Price Book. Then the Utility and Contractor shall define the scope of work and if there are no applicable items in the Unit Price Book, negotiate the cost of supporting and protecting, and/or alleviating the impact on the Public Work caused by the extra Utility Work with each other with the understanding that the performance of Public Work shall continue during all negotiations and discussions.

- (a) An Agreement Reached. If the parties reach an agreement on cost for the extra Utility Work, then the Contractor and the Utility shall jointly submit to the City's RE a copy of the agreed upon prices together with all supporting documentation. The Contractor shall then be paid by requisitions submitted in accordance with the agreed upon prices. The total value of such agreed upon cost shall be paid with Item JB-900(CE), JB-900(ECS), or JB-900(TW), as appropriate.
- (b) No Agreement Reached. If the parties do not reach an agreement on cost for the extra Utility Work within seven (7) Business Days from the start of negotiations, then the extra Utility Work will be performed and paid for on a time and material basis, as set forth in the Article 5 above. Notwithstanding, if the Utility and the Contractor can agree on an alternative method for payment for the Utility Work, then that method may be applied by the Utility, with notice to the City. Contract bid prices for any applicable items of work with bid multiplier used shall be converted to an allowance for time and material charges. The total value of such Time and material or alternative method of payment shall be paid with the applicable Item JB-900.
- (c) Payments. Payments for agreed upon Utility Work extra work or quantity overruns shall be made through the applicable JB-900 allowance items and shall be documented with a proper Change Order Request. Change Order Requests and Overrun Change Order Requests for Utility Work shall be submitted separately from Public Work Change Order Requests and Overrun Change Order Requests. The cost breakdown for each participating Utility shall be clearly tabulated and sub-totaled. Public Work costs shall not be combined with Utility Work Costs on Change Order Requests of any type.

.7 Conclusion Of The Arbitration. Upon conclusion of the arbitration process and resolution of the dispute, the Contractor shall notify the City within ten (10) calendar days from the date of the arbitrator(s)'s award or a negotiated settlement, and shall advise the City as to the final resolution of the dispute, the amount of the award or settlement, and any necessary payment adjustments that may have to be made to the Contractor's requisition. If there is an award to the Contractor deriving from the arbitration proceeding, then the Utility will be responsible to pay such award directly to the Contractor, notifying the City of such determination, making payment within ten (10) calendar days of such determination, and, if applicable, assisting the City in any necessary contract payment adjustments that may have to be made. If the arbitrator's award or the negotiated settlement alters any payment requisitions that have previously been submitted by the Contractor and approved for payment by the Utility and the City,

then the Contractor shall submit a revised invoice and payment requisition to the City for all previously invoiced disputed Utility Work in accordance with the final arbitrator(s)'s award or the negotiated settlement. The City will send a copy of the revised invoice and payment requisition to the Utility for their review and confirmation. Based on the Utility's direction, the City shall apply a credit toward the payment of the Contractor's revised invoice based on the payments made previously to the Contractor on the disputed Utility Work during the arbitration proceeding, which may result in either a net debit or a net credit balance due on the Contractor's revised invoice. The Utilities will be responsible to assist the City in determining any necessary contract payment adjustments that may have to be made as a consequence of the dispute resolution.

## **Article 9. Approval of Extra Utility Work**

.1 Extra Utility Work. To the extent that Utility Work is not specified in the City's contract documents, then the method of performing such extra Utility Work will be subject to the approval of the Utility involved. The Contractor shall immediately notify the City and Utilities of any unplanned extra Utility Work issues. The Utility shall have no more than five (5) Business Days upon receipt of the Contractor's notice to define the scope of work of the extra Utility Work. Notwithstanding the foregoing, the City may reasonably object to a method approved by the Utility if it impacts on a City Facility.

.2 Changes In The Public Work After Pre-engineering. During the performance of the Joint Bid Project, conditions may arise in which the City determines that the Public Work shown on the City's contract plans and documents must be modified. In such event, the City's RE will notify in writing the Utilities' Project Manager of the determination to order a change.

1. Any utility work that is affected by any deviation from the City's planned sequence or plan of work not caused by the utility (e.g. DOT traffic stipulations) will not be included in the determination and entitlement of premium compensation for "over-run" or "under-run" purposes.
2. Any design or field changes to the final design as per the awarded contract to the City's scope of work that results in additional utility work not included in the utility scope of work will not be included in the determination and entitlement to premium compensation for "over-run" or "under-run" purposes.

3. Specialty Utility Work Performed By Utilities. If conditions arise on a Joint Bid project, the City may direct the Utility to perform work itself or the Utility may voluntarily decide to perform the work itself. Since Time is of the Essence, the Utility and the Contractor agree to discuss with the City the method that will best preserve the City's schedule for completing the Joint Bid Project. If the City directs or the Utility elects to perform the work, then the Utility shall have two (2) Business Days to decide whether it will perform such work itself, provide a Specialty Contractor to perform the work, or authorize the Contractor using a Utility-approved subcontractor to perform the work. If the Contractor option is used, then the Utility shall receive all bills directly and make all payments directly to the Contractor. After the Utility has made its decision and notified the City and the Contractor, the Utility shall have an additional two (2) Business Days to mobilize and commence work. If the Utility elects to perform the work with its own workers or with its specialty contractor, the City shall order its Contractor to make the required area of Joint Bid Project site available for a reasonable period of time so that the Specialty Work may be completed. Any cost to the Contractor resulting from the Utility's election to

perform Utility Work with its own work forces or with its Specialty Contractor shall be the sole responsibility of the Utility and shall be a matter of adjustment between the Utility and the Contractor.

- a. The contractor will notify the Resident Engineer when utility capital work not specified in the contract and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/ or Section 24-521 as applicable.
  - b. Utility delays caused by utility capital work not listed in the contract and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).
4. The Site And Insurance. The Utilities are responsible for furnishing to the City a copy of all certificates of insurance as evidence of such insurance coverage in which the City and the Contractor are Additional Insured or such other documentation of self-insurance coverage if the Utility does not utilize an insurance company.
  5. Failure To Commence The Specialty Utility Work. After notifying the City and the Contractor of what action is to be taken and when the Specialty Utility Work will commence, if the Utility does not mobilize and commence this Specialty Utility Work within two (2) Business Days after such notification, then the City may take whatever action it deems necessary to complete the Public Work.

## **Article 10. LIABILITY**

.1 General Information. It is understood that all Utility personnel assigned to a Joint Bid Project by the Utilities are deemed to be employees, sub consultants or subcontractors of the Utilities and not the City.

.2 Third Party Utility Work. The parties recognize that, the existing division of liabilities to third parties shall remain the same as between the City and the Utilities. Therefore, it is understood that for purposes of any liability to third parties arising solely from the Utility work, the Contractor, when performing Utility Work, shall be deemed the independent contractor of the respective Utility for which the Utility Work is being performed at that time, and not a contractor of the City. In addition, it is further understood that when the Contractor is performing Public Work, then the Contractor is deemed the independent contractor of the City, and not a contractor of the utilities.

.3 Third Party Interference Work. For the purposes of third party liability, the Contractor, when solely supporting and protecting Utility Facilities affected by Public

Work, shall be deemed an independent contractor of the respective Utility for which the Utility Work is being performed, and not a contractor of the City.

**Article 11. Insurance and Indemnification.** In addition to the insurance requirements set forth in the City's standard construction contract, the following shall be applicable to this Joint Bid Project:

- (a) The Contractor shall include the Utilities as Additional Insured parties on any and all insurance policies required by the City.
- (b) The Contractor shall furnish copies of insurance certificates to the Utilities, as well as to the City.
- (c) The Contractor does hereby indemnify and hold harmless the Utilities for all matters arising from or related to the performance of Utility Work, including without limitation any extra Utility Work, to the same extent that the City is indemnified in this project.
- (d) The Contractor shall be solely responsible for all physical injuries, including death, to all person(s), including, but not limited to, employees of the Contractor and its' subcontractors, and employees of the City and the Utilities, or damage to property, including, but not limited to, property of the City, the Utilities, or the Contractor or its' subcontractors while at the Joint Bid Project site.
- (e) The Contractor shall indemnify and hold harmless the City and the Utilities from loss and liability from all claims on account of such injuries to persons, including death, or damage to property, and from all costs and expenses in suits which may be brought against the City and/or the Utilities on account of any such injuries to persons, including death, or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or its' subcontractors or negligence of the City or the Utilities, their respective agents, servants or employees to the extent permitted by law.

1. Specialty Contractors' Insurance Requirements. If there is Specialty Utility Work performed in connection with the Joint Bid Project, then the Utilities shall provide the following in its contracts with the Specialty Contractors:

- a. The City and the Contractor shall be listed as an Additional Insured on all insurance policies required to be purchased and maintained by the Utilities;
- b. If there is an incremental cost for such additional insurance, such cost shall be the responsibility of the Utilities and not the City or the Contractor; and
- c. The Specialty Contractors shall indemnify and hold harmless the City and the Contractor from matters arising from or related to the performance of Specialty Utility Work to the same extent that the Utilities are indemnified.



**Article 12. CONFLICTING PROVISIONS; ADHERENCE TO NYCDEP AND NYCDOT STANDARD PAY LIMITS**

.1 General. In the event that any other provisions of this City contract shall conflict or be inconsistent with these Special Provisions, then these Special Provisions shall govern all Utility Work and extra Utility Work.

.2 Width And Depth Of Trenches. For the purpose of this City contract, the Contractor hereby accepts and agrees that prices for all sewers, water mains, catch basins and connections shall be based on trench widths and depths not greater than New York City Department of Environmental Protection ("DEP") Bureau of Sewers and Bureau of Water Supply payment limits for the respective pipe sizes and basin type as specified, with the exception of trench width restrictions for water main and sewer work items that may be specified in the contract. The Contractor further agrees that its excavation equipment, methods and procedures have been based and selected to insure it for the most efficient procedure and overall cost effective mobilization while performing work and providing trench widths and depths which shall not be greater than the standard NYCDEP and/or NYCDOT payment limits, including all exceptions specified in the City contract for respective pipe sizes and basin types.

- (a) Requests by the Contractor for changes to trench widths and/or depths may be made, in writing, setting forth the reason(s) for requesting a change. Such changes 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 or, the sole purpose of such request is to impact adjacent utilities (public or private) whose support and protection are part of this City contract. Approval will only be given at no additional cost to the City and the Utilities.

[NO FURTHER TEXT HERE.]

**Appendix "C"**  
**Resolutions of Certain Disputes**  
**Arising Between the Contractor and the Utilities**

C.1.0 **Applicability.** In recognition of the usefulness of a process of alternative dispute resolution for its efficiency, speed and cost-effectiveness in managing conflict and settling disputes that may arise under, or by virtue of, these special provisions of Joint Bidding, the City and Utilities have agreed to the procedures set forth in this **Appendix "C"**. Accordingly, this **Appendix "C"** shall apply to disputes between the Contractor and the Utilities that arise under, or by virtue of, the provisions of this contract, which are set forth in pertinent part, below:

- ❖ **The Utilities' Responsibilities.** If the Utility identifies an issue in the payment requisition for the Utility Work only, the Utility will immediately notify the City and the Contractor by a written notice. After sending such written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor shall seek to resolve the issue through the arbitration process as set forth herein.
- ❖ **If The Utility Determines That There Is No Extra Or Disputed Work.** If the Utility determines that the alleged extra Utility Work or the disputed Utility Work is part of the City's contract documents and denies the Contractor's claim or request for a change order, then after receiving the Utility's written response, the Contractor shall either accept the Utility's determination or immediately seek to have the issue resolved through the arbitration process as set forth herein.
- ❖ **If The Utility Determines That There Is Extra Work.** If the Utility determines that there is extra Utility Work, the extra Utility Work will be paid for based on the Unit Price Book and the Contractor's Multiplier. If all or a portion of the agreed upon extra Utility Work items are not in the Unit Price Book, then the Utility and the Contractor shall negotiate the cost of supporting and protecting, and/or alleviating the impact on the Public Work caused by the extra or disputed Utility Work with each other with the understanding that the performance of Public Work shall continue during all negotiations and discussions. If the parties reach an agreement on cost for the extra or disputed Utility Work, then the Contractor and the Utility shall submit to the City's RE a copy of the agreed upon prices together with supporting documentation. If the parties do not reach an agreement on cost for the extra or disputed Utility Work, then the parties will immediately arbitrate the issue as set forth herein.

C.2.0 **Joint Bid Projects.** Disputes that arise under this contract, as described above, shall be resolved in accordance with the provisions of this **Appendix "C"**. **Appendix "C"** shall NOT apply to any disputes between the City and the Contractor, or any disputes between the City and the Utilities. Since the arbitration of Utility interference disputes, as described in Article C.1.0 above, is a matter solely between the Utilities and the Contractor, and since the parties agree to reduce or eliminate any

costs to the City relating to any arbitration pursuant to this **Appendix "C"**, the parties hereby agree that:

C.2.1 The City shall not be a party in the arbitration process;

C.2.2 Neither the Contractor nor the Utilities shall call as a witness in the arbitration process any City employee, agent or consultant, including the City's RE, his staff or City inspection personnel and

C.2.3 The City shall not be responsible for any costs, fees or monetary awards or price adjustments associated in any way with the arbitration process described in this **Appendix "C"**.

C.2.4 Notwithstanding Articles C.2.1 and C.2.2, the City's obligation to furnish information to the parties shall be limited to those requests as set forth under the New York State Freedom of Information Law, as amended.

**C.3.0 Pre-Arbitration Procedures.**

C.3.1 Should a dispute arise between any Utility and the Contractor pursuant to the articles of the Joint Bidding Special provisions, the disputing party shall notify the City and the other party in writing within two (2) Business Days of the dispute that a dispute exists, and briefly describe; (i) the nature of the dispute; and (ii) the proposed resolution and rationale supporting its proposal.

C.3.2 After notifying the City of the dispute, the disputing parties shall have fifteen (15) Business Days to meet, discuss the issues, exchange documents and/or exchange offers with due diligence and in good faith in order to reach an agreement and resolve the dispute.

C.3.3 If the disputing parties reach an agreement, they shall immediately notify the City in writing that the dispute has been resolved and describe the terms of the resolution.

C.3.4 If the disputing parties have not reached an agreement within fifteen (15) Business Days of the date the City was first notified of the dispute, the City may at any time thereafter, in its sole discretion, direct the parties to arbitrate the dispute as set forth below. The disputing parties agree that the City's decision to direct the parties to arbitrate shall be final and binding on all parties.

C.3.5 Upon receipt of the City's notice to proceed to arbitration, the Contractor shall, within five (5) Business Days, submit to the Utility a written Final Offer, which shall consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work which the Contractor contends are not covered by application of the Unit Price Book and the Multiplier; and (ii) a detailed breakdown of the Contractor's proposed prices (e.g., unit prices and quantities) for such work.

- C.3.6 Upon receipt of the Contractor's Final Offer, the Utility shall, within five (5) Business Days, either accept the Contractor's Final Offer or submit to the Contractor a written Final Offer which shall consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work, if any; and (ii) a detailed breakdown of the Utility's proposed prices (e.g., unit prices and quantities) for such work, if applicable.
- C.3.7 Once Final Offers have been exchanged by the parties, they may not be modified or withdrawn by either party except by mutual agreement or final settlement of the dispute.
- C.3.8 Upon exchange of Final Offers, the Contractor shall have three (3) Business Days, to either accept the Utility's Final Offer or submit the dispute to the American Arbitration Association ("AAA") to be resolved in accordance with the Construction Industry Arbitration Rules ("Rules") in effect on the date the arbitration is initiated, except as such Rules are modified herein.
- C.3.9 Each of the steps described above shall be a condition precedent to the obligations of the parties in succeeding steps. Since **Time is of the Essence**, should either party fail to comply with any of the pre-arbitration procedures described above, that party shall be deemed to be in default. If, upon receipt of written notice of default by the other party, the defaulting party has not cured the default within three (3) Business Days, the other party may proceed to arbitration solely on the issue of whether the defaulting party was in default of these pre-arbitration procedures. If, after hearing evidence, the arbitrator(s) determine that the defaulting party was in default of these pre-arbitration procedures, then the arbitrator(s) shall enter a final decision in favor of the other party in accordance with the Final Offer submitted by the other party or, if no Final Offer has been submitted prior to the default, according to the last written proposal submitted by the other party.
- C.4.0 General Provisions.
  - C.4.1 The Utility agrees to pay for any disputed Utility Work while the arbitration proceeding is pending based on the Utility's Final Offer and agrees to pay for any extra Utility Work while the arbitration proceeding is pending on a time and materials basis or alternate method mutually agreed to by the parties, whichever is applicable, based on the Utility's record keeping.
  - C.4.2 All determinations by the parties required by this **Appendix "C"** shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.
  - C.4.3 The Utility agrees to copy the City on all communications involving the arbitration process and to notify the City of the final determination.
  - C.4.4 The Utility agrees to pay the Contractor directly for any final settlement

for extra Utility Work that may be agreed to by the Utilities and the Contractor or any final award for extra Utility Work issued by the arbitrator(s), less credits for any payments previously made by the Utility to the Contractor.

- C.4.5 All of the contract defined terms shall apply here, as if they were re-stated herein.
- C.4.6 Since **Time Is Of The Essence** on all Joint Bid Projects, whenever there is a dispute pursuant to this **Appendix "C"**, the terms of the City's Construction Contract shall remain in full force and effect, and the Contractor shall continue performing all of the City Work and the Utility Work as directed by the City.
- C.4.7 The timeframes set forth herein have been established to ensure that the Joint Bid Project does not stop for any disputes between the Contractor and the Utility.
- C.4.8 All of the timeframes are measured in Business Days, which include Monday, Tuesday, Wednesday, Thursday and Friday, but exclude holidays.
- C.4.9 For all disputes that arise under **Appendix "C"**, the City's role shall be limited to receiving copies of all written communications, and, if applicable, exercise the powers described further in Article C.3.4.
- C.4.10 The Contractor and all subcontractors hired by it agree to waive any rights they may have, if any, under law or equity, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives or so-called "order outs" under the New York City Administrative Code, to require any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility facilities in connection with work to be performed under this contract. However, nothing in this Agreement shall preclude the City from exercising its rights under the law, including the right to issue such a directive to a Utility.
- C.4.11 Each Utility, at its option, shall be named as an additional insured on all insurance policies required to be maintained by the Contractor in connection with the Joint Bid Project. In the event that a Utility 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 Utility. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Utility. Under no circumstances shall the cost of insurance coverage on behalf of the Utility 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, with regard to any Utility Work performed in accordance with or through this **Appendix "C"**, then the Utility and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all

applicable government and Utility regulations.

**C.5.0 The Arbitration Procedures.**

- C.5.1 Once the AAA has appointed an arbitrator(s), the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- C.5.2 No later than fourteen (14) calendar days prior to the first day of arbitration, the Utility and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position, all documentary, photographic or physical evidence on which the party intends to rely, and such other information as is deemed appropriate, along with a copy of each party's "Final Offer" as described above.
- C.5.3 The arbitration shall be conducted and concluded in two (2) days.
- C.5.4 On the morning of the first (1<sup>st</sup>) day of the arbitration, Contractor and/or representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, Contractor shall not be permitted to produce any evidence that has not already been provided to the Utility and the arbitrator(s) pursuant to Paragraph C.5.2, above. Contractor shall be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.
- C.5.5 After the Contractor's presentation, Utility and/or its representatives shall have 2 hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have 2 hours to ask the Contractor questions about its claim and its presentation.
- C.5.6 On the morning of the second (2<sup>nd</sup>) day of the arbitration, Utility and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, the Utilities shall not be permitted to produce any evidence that has not already been provided to the Contractor and the arbitrator(s) pursuant to Paragraph C.5.2, above. The Utility shall be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.
- C.5.7 After the Utility's presentation, the Contractor and/or its representatives shall have 2 hours to ask Utility questions about its claim and its presentation. Thereafter the arbitrator(s) shall have 2 hours to ask Utility questions about its claim and its presentation.
- C.5.8 Subject to the above maximum time limitations set forth above, the arbitrator(s) may conduct the arbitration in such manner, as the arbitrator(s) deems reasonable.
- C.5.9 The arbitrator(s) shall then have one (1) week to select in writing, as the arbitrators' award, that party's Final Offer that appears to be more reasonable, based on the presentations at the arbitration hearings.

- C.5.10     The arbitrator(s) shall have no discretion to grant an award other than one (1) of the two (2) Final Offers submitted by the parties.
  
- C.5.11     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.
  
- C.5.12     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 thirty (30) calendar days of completion of work. Interest shall accrue from the date payment is due at the rate of nine (9%) percent per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
  
- C.5.13     Utility and the Contractor initially shall share the arbitrator's fees and any other costs of the arbitration equally. 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.
  
- C.5.14     The parties may, at any time, settle any matter submitted to arbitration.
  
- C.5.15     Since **Time is of the Essence**, should any party, at any time after the dispute has been submitted for arbitration, materially fail to comply with: (i) the Rules, (ii) any of these arbitration procedures, or (iii) any procedural decisions by the arbitrator(s), then the arbitrator(s) shall enter an order directing the party to cure its non-compliance within five (5) Business Days. If the party shall fail to comply with the arbitrator(s)' order within the five (5) Business Days, upon receipt of evidence that the non-complying party has failed to comply with the arbitrator(s)' order, the arbitrator(s) shall enter a final decision in favor of the other party in accordance with the other party's Final Offer.

[NO FURTHER TEXT HERE.]

## **JB 610 - INSTALLATION OF STEEL GAS PIPE**

### **A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to install gas pipe and service pipe connections within the Consolidated Edison service territory. The Contractor shall satisfactorily clean, test and install new gas pipes, tracer wire, tracer wire termination boxes and appurtenances, complete as specified herein and as indicated on the contract drawings / layouts in accordance with the specifications of Con Edison Gas Engineering and as directed by the authorized Con Edison field representative. All work shall be performed in accordance with Con Edison Requirements, standard drawings and specifications referenced herein.

The Contractor shall install new Gas Utility Facilities and appurtenances including but not limited to:

1. Non Cost Sharing Gas Facilities
2. Steel Gas Pipes
3. Phenolic Board
4. Foam Board
5. Adjustable & Non Adjustable Steel Valve Box Risers
6. Pipe Coatings Refer to Con Edison Specification G-8209
7. Fittings
8. Valves

The trench to be excavated shall be determined by the size of the gas facility to be installed, extended or modified. The work shall be performed in accordance with all applicable specifications, and / or at the direction of the facility operator in consultation with the Resident Engineer and paid under other applicable contract bid items

### **B. Materials**

All materials will be provided by Con Edison unless specifically noted otherwise. All materials provided by Con Edison will be delivered to the Contractor at the construction site and unloaded by the Contractor.

### **C. Methods of Construction**

The Contractor shall install the steel gas pipe(s), as shown on layouts and or drawings and sketches and as directed by the facility operator from designated facility operator service points and in accordance with the contract plans and Con Edison Standard specifications. The method of construction shall include all labor, equipment and materials that are necessary to complete the installation of the steel gas pipe including cutting of the pipe, joining by welding, one (1) for each 40' random full length of pipe, coating of pipe, and appurtenances complete, and testing operations. The Contractor shall thoroughly clean each pipe length and fitting in order to remove all internal dirt and foreign matter prior to the pipe being lowered into the trench.



**'WARNING BURIED GAS LINES BELOW'** tape (class and stock number 024-6660) must be installed at a minimum of 12 inches above the top of the direct buried new / replacement main.

### **CATHODIC PROTECTION**

ALL buried or inserted steel pipe, fittings and appurtenances shall be coated and cathodically protected in accordance with the applicable Con Edison Specifications

Protection Plates shall be A36 steel 3/8" thick, provided by Con Edison.

### **PRESSURE TESTING AND INERTING:**

The newly completed gas pipes shall be subjected to a combination strength-proof and leakage test by the Contractor in accordance with G-8204

The Contractor shall install test connections as indicated on the drawings / layouts and EO-5261-C, "high Hats for Plugs and Nipples on 6 NPS – 30 NPS Steel Gas Mains 13.8 -2413.2 kPa".

ALL exposed coated steel gas mains where the coating is found damaged shall be cleaned and the coating shall be replaced in kind in accordance with Con Edison Specification G-8062.

Magnesium anodes and test stations shall be installed at the locations shown on the plans and layouts or as directed by the Engineer. Con Edison will supply thermit weld equipment. All test lead wires shall be tested by Con Edison's Corrosion Survey Section before backfilling.

### **D. Method of Measurement**

The quantity to be paid for under this item shall be the actual number of linear feet of gas pipe installed for each pipe size, as measured along the center line of the pipe in its final position. The various types of pipe sizes are defined as follows:

Type .1 = 1" diameter Steel Gas Pipe  
Type .1A = 1½ "diameter Steel Gas Pipe  
Type .2 = 2" diameter Steel Gas Pipe  
Type .3 = 3" diameter Steel Gas Pipe  
Type .4 = 4" diameter Steel Gas Pipe  
Type .6 = 6" diameter Steel Gas Pipe  
Type .8 = 8" diameter Steel Gas Pipe  
Type .10 = 10" diameter Steel Gas Pipe  
Type .12 = 12" diameter Steel Gas Pipe  
Type .16 = 16" diameter Steel Gas Pipe  
Type .20 = 20" diameter Steel Gas Pipe  
Type .24 = 24" diameter Steel Gas Pipe  
Type .30 = 30" diameter Steel Gas Pipe

**E. Price to Cover**

The unit price bid per linear feet (LF) shall include the cost of all labor, equipment and materials not provided by Con Edison as necessary to complete the work. The price per linear foot (LF) of steel gas pipe shall include pipe installation, cutting of pipe, joining by welding, installation of magnesium anodes, and installation of test stations, and repair of damaged pipe coatings and testing and inerting operations. Other work such as pavement saw-cutting, trench excavation, temporary timber sheeting, and backfilling with granular materials, compacting, valve installation, protection plates and pavement / curb restoration shall be paid for separately under other appropriate contract bid items.

**F. References**

The following Con Edison Standards apply to all materials:

**1. Specifications:**

- G-100,285: Compression End Couplings, Tees, Elbows, Line Caps and Riser Tees for Gas pipe and Tubing.
- SPEC. 900: Installing Gas Mains, Regulator Stations and Services in New York City and Westchester County.
- G-1064: Shielded Metal Arc Welding Procedure for Welding Steel Pipe and Fittings.
- G-1065: Qualification of Welders and Welding Procedures.
- G-1066: Qualification of Radiographers and Radiographic Procedures.
- G-1070: Radiographic Inspection of Pipeline Welds.
- G-8003: Transportation, Handling and Storage of Steel Pipe for Gas Mains & Services.
- G-8005: General Specification for the Installation of Gas Distribution Mains.
- G-8005-21: Plastic Pipe Main Installations Section 6.0.
- G-8100: General Specification for the Installation of Gas Services.
- G-8129: Purging Gas Mains, Services and Regulator Stations.
- G-8194: Street Opening Color Coding, Permit Signs at Worksite and Pavement Restoration Markers.
- G-8201: Electric Spark Inspection of Coating on Steel pipe.
- G-8205: Corrosion Control of Steel Gas Distribution Mains and Services.
- G-8209: Field Coatings of Steel Pipe and Fittings Installed Underground and in Subsurface Structures.

**2. Drawings:**

- EO-4067-G: Precast Concrete Cover for Curb Valve Box in Sidewalk.
- EO-4070-C: Cover for Curb Valve Box Located in the Street.
- EO-13987-B: Temporary Locking Device for Cast Iron Curb Gas Valve Box.
- EO-19241-D: Base for .75 NPS through 2 NPS Plastic Valves and 1.5 NPS and 2 NPS Steel Valves Used on Gas Mains and Services.
- EO-3942-C3: Wood Plugs for Use with Cast Iron and Steel Pipes Street Valve Box.
- EO-4019-C: Street Valve Box.
- EO-4044-C: Cast Iron Curb Valve Box 2 ft. Extension – Type CV24
- EO-4045-C: Cast Iron Curb Valve Box 2 ft. 8 inch Extension – Type CV32
- EO-5102-D: Precast Concrete Base for Street Valve Box.
- EO-5261-C: High Hats for Plugs and Nipples on 6" NPS through 30 "NPS Steel

- EO-5315-D: Bed Blocks and Wedges for Laying Gas Pipe.
- EO-6799-C: Protective Covers for Gas Main Installations.
- EO-14134-C: Thermit Weld Process for Attaching Wire to Pipe or Fittings.
- EO-14620-C: Segmenting Long Radius Forged Elbows.
- EO-13911-B: Installation of 6" NPS through 30" NPS Weld End Ball Valve and Valve Box for High Pressure Gas Mains.
- EO-16954-B: Sheeting for Trenches and Excavations.
- EO-15636-C: Field Fabricated Extension for Gas Valve Installations over 4 feet of Cover.

## **JB 611 - INSTALLATION OF STEEL GAS PIPE FITTING**

### **A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to install gas pipe fittings and service pipe fittings within the Consolidated Edison service territory. The Contractor shall satisfactorily clean, test and install new gas pipe fittings, tracer wire, tracer wire termination boxes and appurtenances, complete as specified herein and as indicated on the contract drawings / layouts in accordance with the specifications of Con Edison Gas Engineering and as directed by the authorized Con Edison field representative. All work shall be performed in accordance with Con Edison Requirements, standard drawings and specifications referenced herein.

The Contractor shall install new Gas Utility Facility Fittings and appurtenances including but not limited to:

9. Non Cost Sharing Gas Facilities
10. Steel Gas Pipes
11. Phenolic Board
12. Foam Board
13. Adjustable & Non Adjustable Steel Valve Box Risers
14. Pipe Coatings Refer to Con Edison Specification G-8209
15. Fittings
16. Valves

The trench to be excavated shall be determined by the size of the gas facility fittings to be installed, extended or modified. The work shall be performed in accordance with all applicable specifications, and / or at the direction of the facility operator in consultation with the Resident Engineer and paid under other applicable contract bid items

### **B. Materials**

All materials will be provided by Con Edison unless specifically noted otherwise. All materials provided by Con Edison will be delivered to the Contractor at the construction site and unloaded by the Contractor.

### **C. Methods of Construction**

The Contractor shall install the steel gas pipe fitting(s), (including but not limited to valves, elbows, weld end caps and tees), as shown on layouts and or drawings and sketches and as directed by the facility operator from designated facility operator service points and in accordance with the contract plans and Con Edison Standard specifications. The method of construction shall include all labor, equipment and materials that are necessary to complete the installation of the gas steel pipe fittings including miter cut, joining by welding, coating of pipe fitting, and appurtenances complete, and testing operations. The Contractor shall

thoroughly clean each pipe fitting in order to remove all internal dirt and foreign matter prior to the pipe being lowered into the trench.

#### **FITTINGS:**

Fittings shall be defined as couplings, forged fittings, and valves, insulating joints, weld end cap and weldolets. All forged bends shall conform to Con Edison Specification G-100, 281, "Welded Forged Fittings for Gas Piping. Prior to installation, each insulating joint shall be checked with a continuity tester by Con Edison. The insulating joint shall not be installed until the Contractor has verified with the Con Edison Field Representative that a continuity test is acceptable. The cost for testing the insulation joint shall be included in the unit price for the appropriate size of the gas main.

**'WARNING BURIED GAS LINES BELOW'** tape (class and stock number 024-6660) must be installed at a **minimum** of 12 inches above the top of the direct buried new / replacement main.

#### **CATHODIC PROTECTION**

ALL buried or inserted steel pipe fittings and appurtenances shall be coated and cathodically protected in accordance with the applicable Con Edison Specifications

Protection Plates shall be A36 steel 3/8" thick, provided by Con Edison.

#### **PRESSURE TESTING AND INERTING:**

The newly completed gas pipe fitting(s) shall be subjected to a combination strength-proof and leakage test by the Contractor in accordance with G-8204

The Contractor shall install test connections as indicated on the drawings / layouts and EO-5261-C, "high Hats for Plugs and Nipples on 6 NPS – 30 NPS Steel Gas Mains 13.8 -2413.2 kPa".

ALL exposed coated steel gas pipe fittings where the coating is found damaged shall be cleaned and the coating shall be replaced in kind in accordance with Con Edison Specification G-8062.

Magnesium anodes and test stations shall be installed at the locations shown on the plans and layouts or as directed by the Engineer. Con Edison will supply thermit weld equipment. All test lead wires shall be tested by Con Edison's Corrosion Survey Section before backfilling.

**D. Method of Measurement**

The quantity to be paid for under this item shall be the actual number of each (EA) steel gas pipe fitting installed for each pipe size. The various types of pipe sizes are defined as follows:

Type .1 = 1" diameter Steel Gas Pipe Fitting  
 Type .1A = 1½" diameter Steel Gas Pipe Fitting  
 Type .2 = 2" diameter Steel Gas Pipe Fitting  
 Type .3 = 3" diameter Steel Gas Pipe Fitting  
 Type .4 = 4" diameter Steel Gas Pipe Fitting  
 Type .6 = 6" diameter Steel Gas Pipe Fitting  
 Type .8 = 8" diameter Steel Gas Pipe Fitting  
 Type .10 = 10" diameter Steel Gas Pipe Fitting  
 Type .12 = 12" diameter Steel Gas Pipe Fitting  
 Type .16 = 16" diameter Steel Gas Pipe Fitting  
 Type .20 = 20" diameter Steel Gas Pipe Fitting  
 Type .24 = 24" diameter Steel Gas Pipe Fitting  
 Type .30 = 30" diameter Steel Gas Pipe Fitting

**E. Price to Cover**

The unit price bid per each (EA) shall include the cost of all labor, equipment and materials not provided by Con Edison as necessary to completely install the steel gas pipe fitting. The price per each (EA) fitting shall include pipe fitting installation, (including but not limited to valves, elbows, weld end caps and tees), miter cut, joining by welding, installation of magnesium anodes, and installation of test stations, and repair of damaged pipe coatings and testing and inerting operations. Other work such as pavement saw-cutting, trench excavation, temporary timber sheeting, and backfilling with granular materials, compacting, valve installation, protection plates and pavement / curb restoration shall be paid for separately under other appropriate contract bid items.

**F. References**

The following Con Edison Standards apply to all materials:

**3. Specifications:**

- G-100,285 : Compression End Couplings, Tees, Elbows, Line Caps and Riser Tees for Gas pipe and Tubing.
- SPEC. 900: Installing Gas Mains, Regulator Stations and Services in New York City and Westchester County.
- G-1064: Shielded Metal Arc Welding Procedure for Welding Steel Pipe and Fittings.
- G-1065: Qualification of Welders and Welding Procedures.
- G-1066: Qualification of Radiographers and Radiographic Procedures.
- G-1070: Radiographic Inspection of Pipeline Welds.
- G-8003: Transportation, Handling and Storage of Steel Pipe for Gas Mains & Services.
- G-8005: General Specification for the Installation of Gas Distribution Mains.
- G-8005-21 Plastic Pipe Main Installations Section 6.0.

- G-8100: General Specification for the Installation of Gas Services.
- G-8129: Purging Gas Mains, Services and Regulator Stations.
- G-8194: Street Opening Color Coding, Permit Signs at Worksite and Pavement Restoration Markers.
- G-8201: Electric Spark Inspection of Coating on Steel pipe.
- G-8205: Corrosion Control of Steel Gas Distribution Mains and Services.
- G-8209: Field Coatings of Steel Pipe and Fittings Installed Underground and in Subsurface Structures.

**4.*****Drawings:***

- EO-4067-G: Precast Concrete Cover for Curb Valve Box in Sidewalk.
- EO-4070-C: Cover for Curb Valve Box Located in the Street.
- EO-13987-B: Temporary Locking Device for Cast Iron Curb Gas Valve Box.
- EO-19241-D: Base for .75 NPS through 2 NPS Plastic Valves and 1.5 NPS and 2 NPS Steel Valves Used on Gas Mains and Services.
- EO-3942-C3: Wood Plugs for Use with Cast Iron and Steel Pipes Street Valve Box.
- EO-4019-C: Street Valve Box.
- EO-4044-C: Cast Iron Curb Valve Box 2 ft. Extension – Type CV24
- EO-4045-C: Cast Iron Curb Valve Box 2 ft. 8 inch Extension – Type CV32
- EO-5102-D: Precast Concrete Base for Street Valve Box.
- EO-5261-C: High Hats for Plugs and Nipples on 6" NPS through 30 "NPS Steel
- EO-5315-D: Bed Blocks and Wedges for Laying Gas Pipe.
- EO-6799-C: Protective Covers for Gas Main Installations.
- EO-14134-C: Thermit Weld Process for Attaching Wire to Pipe or Fittings.
- EO-14620-C: Segmenting Long Radius Forged Elbows.
- EO-13911-B: Installation of 6" NPS through 30" NPS Weld End Ball Valve and Valve Box for High Pressure Gas Mains.
- EO-16954-B: Sheeting for Trenches and Excavations.
- EO-15636-C: Field Fabricated Extension for Gas Valve Installations over 4 feet of Cover.

## **JB 620 - INSTALLATION OF STEAM PIPE**

### **A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to install steam pipes and service connections. The Contractor shall satisfactorily clean and test install new steam pipes, and steam pipe insulation and steam housing and appurtenances, complete as specified herein and as indicated on the contract drawings / layouts and in accordance with the specifications and directions of the authorized Con Edison field representative in consultation with Con Edison Steam Engineering. All work shall be performed in accordance with Con Edison Requirements, standard drawings and specifications referenced herein.

### **B. Materials**

All materials will be provided by Con Edison unless specifically noted otherwise. All materials provided by Con Edison will be delivered to the Contractor at the construction site and unloaded by the Contractor.

### **PIPE:**

All piping shall conform to Piping Design Criteria for The Steam Distribution System Volume 1 prepared by ABS Consulting Section 4.0 for the Consolidated Edison Company and Con Edison Specifications S-9035-9, S-9036-10 and S-9040-4.

### **C. METHODS OF CONSTRUCTION:**

The Contractor shall install the steam pipe(s), as shown on layouts and or drawings and sketches and as directed by the facility operator from designated facility operator service points and in accordance with the contract plans and Con Edison Standard specifications. The method of construction shall include all labor, equipment and materials that are necessary to complete the installation of the steel steam pipe including cutting of the pipe, joining by welding, one (1) for each 40' random full length of pipe, coating of pipe, insulation installation, concrete housing installation and appurtenances complete, and testing operations.

### **D. METHOD OF MEASUREMENT:**

The quantity to be paid for under this item shall be the actual number of linear feet (LF) of pipe installed for each size, as measured along the center line of the pipe in its final position.



Type - .1 – Install 2 "diameter Pipe  
Type - .2 – Install 3" diameter Pipe  
Type - .3 – Install 4" diameter Pipe  
Type - .4 – Install 6" diameter Pipe  
Type - .5 – Install 8" diameter Pipe  
Type - .6 – Install 10" diameter Pipe  
Type - .7 – Install 12" diameter Pipe  
Type - .8 – Install 14" diameter Pipe  
Type - .9 – Install 16" diameter Pipe  
Type - .10 – Install 18" diameter Pipe  
Type - .11 – Install 20" diameter Pipe  
Type - .12 – Install 24" diameter Pipe  
Type - .13 – Install 30" diameter Pipe  
Type - .14 – Install 36" diameter Pipe

**E. PRICE TO COVER:**

The unit price bid per linear feet (LF) of pipe shall include the cost of all labor, equipment and materials not provided by Con Edison as necessary to complete the work. The price per linear foot of steel steam pipe shall include pipe installation, cutting of pipe, joining by welding, one (1) for each 40' random full length of pipe, coating of pipe, insulation installation, concrete housing installation and appurtenances complete, and testing operations.

Other work such as pavement saw-cutting, trench excavation, temporary timber sheeting, and backfilling with granular materials, compacting, and pavement restoration shall be paid for separately under the appropriate contract item.

**F. REFERENCES:**

EO-11066 -F.C. Housing for Steam Mains 2" to 30"  
EO-17029 - F.C. of Concrete Housing for 2", 3" & 4" Steam Services  
EO-9382 -Inside & Outside Formwork for Concrete Housing for Steam Mains 2" – 30"  
EO-17115 - Pipe Supports / Pedestal Supports – Engineering Orders:  
EO-6874  
EO-7412  
EO-14936  
EO-13250  
EO-324786  
EO-13167

**SPECIFICATIONS:**

Refer to ABS Consulting Specification Volume One Page 21 of 21 for a complete listing of technical specifications.

## **JB 621 - INSTALLATION OF STEAM PIPE FITTINGS**

### **A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to install steam pipe fittings and service connection fittings. The Contractor shall install new steam pipe fittings, and steam pipe fitting insulation and steam pipe fitting housing and appurtenances, complete as specified herein and as indicated on the contract drawings / layouts and in accordance with the specifications and directions of the authorized Con Edison field representative in consultation with Con Edison Steam Engineering. All work shall be performed in accordance with Con Edison Requirements, standard drawings and specifications referenced herein.

### **B. Materials**

All materials will be provided by Con Edison unless specifically noted otherwise. All materials provided by Con Edison will be delivered to the Contractor at the construction site and unloaded by the Contractor.

### **PIPE:**

All piping shall conform to Piping Design Criteria for The Steam Distribution System Volume 1 prepared by ABS Consulting Section 4.0 for the Consolidated Edison Company and Con Edison Specifications S-9035-9, S-9036-10 and S-9040-4.

### **C. METHODS OF CONSTRUCTION:**

The Contractor shall install the steam pipe fittings, including but not limited to valves, elbows, weld end caps and tees as shown on layouts and or drawings and sketches and as directed by the facility operator and in accordance with the contract plans and Con Edison Standard specifications. The method of construction shall include all labor, equipment and materials that are necessary to complete the installation of the steam pipe fittings including miter cuts, weld(s), coating of pipe fittings, fitting insulation installation, fitting concrete housing installation and appurtenances complete, and testing operations.

### **D. METHOD OF MEASUREMENT:**

The quantity to be paid for under this item shall be the actual number of each (EA) pipe fitting installed for each size of pipe.

- Type - .1 – Install 2 "diameter Pipe Fitting
- Type - .2 – Install 3" diameter Pipe Fitting
- Type - .3 – Install 4" diameter Pipe Fitting
- Type - .4 – Install 6" diameter Pipe Fitting
- Type - .5 – Install 8" diameter Pipe Fitting
- Type - .6 – Install 10" diameter Pipe Fitting
- Type - .7 – Install 12" diameter Pipe Fitting
- Type - .8 – Install 14" diameter Pipe Fitting
- Type - .9 – Install 16" diameter Pipe Fitting
- Type - .10 – Install 18" diameter Pipe Fitting
- Type - .11 – Install 20" diameter Pipe Fitting
- Type - .12 – Install 24" diameter Pipe Fitting
- Type - .13 – Install 30" diameter Pipe Fitting
- Type - .14 – Install 36" diameter Pipe Fitting

**E. PRICE TO COVER:**

The unit price bid shall be the actual number of each (EA) pipe fitting installed for each size of pipe including the cost of all labor, equipment and materials (not provided by Con Edison) necessary to complete the installation work. The price per each steam fitting shall include the installation of the steam pipe fitting including miter cuts, weld(s), coating of pipe fittings, fitting insulation installation, fitting concrete housing installation and appurtenances complete and testing operations.

Other work such as pavement saw-cutting, trench excavation, temporary timber sheeting, and backfilling with granular materials, compacting, and pavement restoration shall be paid for separately under the appropriate contract item.

**F. REFERENCES:**

- EO-11066 -F.C. Housing for Steam Mains 2" to 30"
- EO-17029 - F.C. of Concrete Housing for 2", 3" & 4" Steam Services
- EO-9382 -Inside & Outside Formwork for Concrete Housing for Steam Mains 2" – 30"
- EO-17115 - Pipe Supports / Pedestal Supports – Engineering Orders:
- EO-6874
- EO-7412
- EO-14936
- EO-13250
- EO-324786
- EO-13167

Fittings and Guides – Engineering Orders:

EO-16957

EO-13152-C

EO-16506-C

EO-17055-A

**SPECIFICATIONS:**

Refer to ABS Consulting Specification Volume One Page 21 of 21 for a complete listing of technical specifications.

**JB 625 - INSTALLATION OF STEAM EQUIPMENT****A. Description**

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to construct and install steam equipment and concrete housing and ancillary piping systems to existing or new Con Edison Company facilities. The Contractor shall satisfactorily install and hydrostatically test steam equipment as required in accordance with the specifications and directions of Con Edison Steam Engineering in consultation with the Con Edison field representative. All work shall be performed in accordance with Con Edison Requirements, standard drawings and specifications referenced herein. The steam equipment to be installed shall include but not be limited to:

1. Cooling Chamber Assembly
2. Trap Assembly
3. Drain Assembly
4. Valve Assembly

**B. Materials**

All materials will be provided by Con Edison unless specifically noted otherwise. All materials provided by Con Edison will be delivered to the Contractor at the construction site and unloaded by the Contractor. Materials supplied by the contractor and utilized in the construction of the steam cooling chamber shall be in accordance with Con Edison standard specifications and applicable Engineering Orders.

**C. Method of Construction:**

The Contractor shall install the steam assembly equipment and concrete housing, (including but not limited to bolts, water seals, tees, flanges, gaskets, trap valves, blow-off valves, sleeves, reducers, caps, and plates). All work shall comply with the specifications, plans, layouts, and standards of the facility operator. All work shall be performed in accordance with Con Edison standard specifications and applicable Engineering Orders. No traffic shall be allowed on modified structures until permitted by the facility operator.

**D. Method of Measurement:**

The quantity to be measured shall be for each (EA) steam assembly installed complete.

JB 625A – Steam Cooling Chamber Assembly  
JB 625B – Steam Trap Assembly  
JB 625C – Steam Drain assembly  
JB 625D – Steam Valve Assembly

**E. Price to Cover:**

The unit price bid for each (EA) steam assembly item installed shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to completely install the steam assembly equipment and concrete housing, (including but not limited to bolts, water seals, tees, flanges, gaskets, trap valves, sleeves, blow-off valves, reducers, caps, and plates). The unit price shall cover the cost associated with the maintenance and protection of traffic and incidentals required to construct the steam assembly. All work shall comply with the plans, layouts, specifications, standards, and directions of the facility operator.

The installation of steam manholes and boxes shall be paid for separately under other appropriate contract bid item.

**F. REFERENCES:**

**Anchors – Engineering Orders:**

EO-7570  
EO-12870  
EO-15389  
EO-15669  
EO-15695  
EO-16050  
EO-16908  
EO-1-6960  
EO-324786

**Fittings and Guides – Engineering Orders:**

EO-16957  
EO-13152-C  
EO-16506-C  
EO-17055-A  
F.C. Steam Manhole Reference Drawing  
EO-16669  
EO-17155 – SST Rebar  
Steam Trap & Blow off Valve Manhole  
EO-11066  
F.C. Housing for Steam Mains 2" to 30"  
EO-15003  
Alternate Roof Construction for Steam Manholes  
EO-16838  
Concrete Slabs Over Steam Facilities Located In Roadways & Sidewalk Areas.  
EO-17025  
Steam Manhole Drains for New Construction – Dry Locations Option 'A' New Construction  
EO-17114  
Steam Manhole Drains for New Construction – Dry Locations Option 'B' Existing Conditions  
EO-17114 – Sheet 2 of 2  
Steam Condensate Drainage Pipe

EO-11065 – Sheets 1-5  
Precast Steam Trap Manhole  
EO-15900  
F.C. Steam Service Valve Manholes  
EO-16498  
F.C. Concrete Cooling Chamber for Condensate & Sump Pump Discharge  
EO-17112  
Condensate Discharge Connection to City Sewer.  
EO-17130  
Riser Connection to City Sewer with Depth Greater Than 13 ft.  
EO-17132  
Direct Drainage Connection to City Sewer with Less Than 13 ft. of Cover.  
EO-17131  
10 Inch Diameter Cooling Chamber for Steam Mains  
EO-6902  
R.C. housing for Cooling Chamber  
EO-16722  
F.C. Chimneys & Collars for Steam Manholes  
EO-17029  
F.C. of Concrete Housing for 2", 3" & 4" Steam Services  
EO-9382  
Inside & Outside Formwork for Concrete Housing for Steam Mains 2" – 30"  
EO-17115

**Pipe Supports / Pedestal Supports – Engineering Orders:**

EO-6874  
EO-7412  
EO-14936  
EO-13250  
EO-324786  
EO-13167

**SPECIFICATIONS:**

Refer to ABS Consulting Specification Volume One Page 21 of 21 for a complete listing of technical specifications.

<b>Gas Approved Contractors</b>	<b>Steam Qualified Contractors</b>
RCI Contracting	RCI Contracting
Dannella Contracting	Dannella Contracting
Mannetta Contracting	
Safeway Contracting	
Mecc Contracting	

**Roadway Contracting Inc.**

570 Gardner Ave.  
 Brooklyn, NY, 11222  
 John Roman # 718-963-3500

**Roadway Contracting Inc.**

570 Gardner Ave.  
 Brooklyn, NY, 11222  
 John Roman # 718-963-3500

**Danella Construction**

80 Business Park Dr. Suite 200  
 Armonk, NY, 10504  
 John Mazzari # 914-403-2179

**Danella Construction**

80 Business Park Dr. Suite 200  
 Armonk, NY, 10504  
 John Mazzari # 914-403-2179

**Manetta Industries**

44-17 54th Dr.  
 Maspeth, NY, 11378  
 Rick Manetta # 718-937-5656

**Safeway Construction Enterprises**

105 West St. St.  
 Brooklyn, NY, 11222  
 Guido Dire # 718-349-6645

**MECC Contracting**

21 Autumn Ave.  
 Brooklyn, NY, 11208  
 Luigi Moccia # 718-235-0800



PRIVATE UTILITY  
SCOPE OF WORK

JOINT BID

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CONSOLIDATED EDISON	MICHAEL MOBYED	717-275-2680
VERIZON	AUBREY MAKHANLALL	718-977-8165
TIME WARNER	JOHN PIAZZA	718-888-4261

**JB 404 (CUSTOM - HMMWTCA6A) – Pier and/or Plate Method of Protection for Ductile Iron Water main with less than 24" Cover**

**A. Description:**

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over various utility facilities. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator(s), upon approval from the Resident Engineer.

**B. Materials:**

The Contractor shall supply all materials (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

**C. Method of Construction:**

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plate components. The Contractor shall be solely and totally responsible for the disturbances and/or any damages to such facilities.

**D. Method of Measurement:**

The quantity to be measured for payment shall be the additional amount of square foot (S.F.) of steel plate required to protect ductile iron water mains crossing over utility facilities with a cover of 24 inches or less, or for other shallow facilities where the pier and plate method may be required, as directed by the Facility Operator upon approval from the Resident Engineer.

**E. Price to Cover:**

The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break, and remove additional pavement, additional excavation, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration. This item does not cover the costs for special care excavation around utilities that are covered under separate items.

**F. References:**

1. BWS Standard Drawing No. 46464-Z.

## **JB 850 (CUSTOM – HMMWTCA6A) - Placing Rubber Sheets for Utility Facilities**

### **A. Description**

Under this Section, the Contractor shall place permanent Rubber Sheets supplied by the facility operator(s) to protect utility facilities where directed by the facility operator(s) in consultation with the Resident Engineer.

### **B. Materials**

Materials shall be supplied and delivered by the facility operator(s) at the job site or Construction Yard as directed by the Contractor.

### **C. Method of Construction**

Rubber Sheets shall be placed in accordance with the attached facility operator(s) Specification for the Installation of High Pressure Pipe For 69, 138 and 345 kV Cable Systems, CE-TS-3352, under section 1.2.4.

### **D. Method of Measurement**

The quantity for payment shall be the area of permanent rubber sheets installed and measured in Square Feet (S.F.). Each rubber sheet is typically 1/2" thick, 48" wide by 18' long.

### **E. Price to Cover**

The unit price bid shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

### **F. References**

1. Specification for the Installation of High Pressure Pipe For 69, 138 and 345 kV Cable Systems, CE-TS-3352.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.  
4 IRVING PLACE  
NEW YORK, NEW YORK 10003

ENGINEERING SPECIFICATION

CE-TS-3352

SPECIFICATION FOR THE INSTALLATION  
OF HIGH PRESSURE PIPE  
FOR 69, 138 AND 345 kV CABLE SYSTEMS

SECTION I - GENERAL REQUIREMENTS  
REVISION 16

February, 2007

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Name / Date

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Section Manager, Transmission Engineering / Date

Concurrence By: Timothy Cawley, 3/2/2007  
General Manager, Transmission Operations / Date

Approved By: Richard P. Fogarty, 3/7/07  
Chief Electrical Engineer / Date

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**CONSTRUCTION SPECIFICATION  
CE-TS-3352 REV. 16, INSTALLATION OF HIGH PRESSURE PIPE  
FOR 69, 138, AND 345 KV CABLE SYSTEMS  
FEBRUARY, 2007**

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**CONSTRUCTION SPECIFICATION  
CE-TS-3352 REV. 16, INSTALLATION OF HIGH PRESSURE PIPE  
FOR 69, 138, AND 345 kV CABLE SYSTEMS  
FEBRUARY, 2007**

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**SECTION III – CONSTRUCTION PACKAGE DOCUMENTS AND SUPPLEMENTAL  
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**CONSTRUCTION SPECIFICATION**  
**CE-TS-3352 REV. 16, INSTALLATION OF HIGH PRESSURE PIPE**  
**FOR 69, 138, AND 345 kV CABLE SYSTEMS**  
**FEBRUARY, 2007**

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## **SECTION I – GENERAL REQUIREMENTS**

### **1.0 SCOPE**

**1.1** This specification covers the installation and testing of high pressure pipes for the 69 kV, 138 kV and 345 kV cable systems inside and outside of station areas. It includes pipes to be occupied by the pipe type cable system and the pipes to be used for dielectric fluid associated with pressurizing or cooling of the feeders.

**1.2** This specification also:

**1.2.1** Identifies all equipment and materials to be supplied and installed by the Contractor.

**1.2.2** Identifies all equipment to be supplied by others and installed by the Contractor.

**1.2.3** Identifies the location where the equipment and materials are to be installed by the Contractor.

**1.2.4** Describes the conditions to be met for the installation of the equipment and materials.

**1.2.5** Supply the Contractor with Company and/or Manufacturer's drawings showing details for the proper installation of equipment.

### **2.0 PROJECT DESCRIPTION**

**2.1** Installation of high pressure pipe for 69, 138 and 345 kV cable systems.

### **3.0 APPLICABLE STANDARDS AND REFERENCES**

**3.1** The latest editions of the following laws, regulations, codes and standards issued by the following organizations and agencies are applicable to the scope of work covered in this specification:

**3.1.1** Institute of Electronic and Electrical Engineers (IEEE)

**3.1.2** National Electric Code (NEC)

**3.1.3** National Electric Safety Code (NESC)

**3.1.4** American National Standards Institute (ANSI)

**3.1.5** National Electric Manufacturers Association (NEMA)

**3.1.6** New York State Department of Environmental Conservation (NYSDEC)

**3.1.7** New York City Department of Environmental Protection (NYCDEP)

**3.1.8** United States Environmental Protection Agency (EPA)



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**CONSTRUCTION SPECIFICATION**  
**CE-TS-3352 REV. 16, INSTALLATION OF HIGH PRESSURE PIPE**  
**FOR 69, 138, AND 345 kV CABLE SYSTEMS**  
**FEBRUARY, 2007**

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3.1.9 Occupational Safety and Health Administration (OSHA)

3.1.10 "Articles of the General Condition" of the Consolidated Edison Company of New York, Inc.

3.1.11 Contractor HASP Manual.

3.2 All violations arising from non-compliance of applicable standards and references are the responsibility of the Contractor and shall be promptly rectified.

**4.0 CONTRACT DRAWINGS, SUPPLEMENTAL SPECIFICATIONS, AND MATERIALS LISTS**

4.1 Drawings, specifications and material lists (electrical, transmission, mechanical, civil, etc.) are provided in Section III of this specification.

4.2 All specifications and drawings attached or referenced herein are the latest revisions. Any new revisions dealing with the subject removals will be furnished as an addendum to the specification and attached tables. All work shall be performed in accordance with the latest detail specification and drawings.

4.3 The Contractor shall submit the "As Built" Drawings within three months after the changes have been incorporated in order that the original drawings may be revised.

4.4 The bid drawings are construction drawings. The Contractor shall do all work strictly in accordance with such construction drawings.

4.5 Specifications and the drawings are complementary and are intended to completely describe the work and what is called for by one, shall be as if, called for by both. If there are any discrepancies or obvious errors in them, the Contractor shall refer the same to the Company for its decision and shall abide by that decision.

4.6 Materials or work described in words or phrases, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.7 Certain notes on equipment manufacturers' drawings included in the specification, such as "by others" do not apply to this specification. These notes apply to the equipment manufacturer only and the Contractor shall request a clarification by the Company, when in doubt of their interpretation.

4.8 Final installation drawings covering this work will be issued for construction purposes. The Contractor shall do all the work strictly in accordance with such installation drawings.

4.9 In cases where it may be found impracticable to adhere strictly to a drawing during construction, the Contractor shall inform the Company's representative on the job, who may authorize the Contractor to modify the work and who will initiate the revision of the drawings involved.

4.10 The Company will submit to the Contractor a schedule for the performance of the work covered by this specification to which the Contractor shall be required to adhere. Changes in this schedule may be made by mutual agreement of both parties.

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- 4.11 The Contractor shall submit shop or setting drawings and schedules required for the work of the various trades; and the Company will review and approve the drawings with reasonable promptness. The Contractor shall make any corrections required by the Company.

**5.0 SUBMITTALS**

- 5.1 All work by the Contractor shall be performed in accordance with the submitted and approved, site specific Environmental, Health and Safety Plan (eHASP).
- 5.2 The Contractor is responsible for submitting an Environmental and Construction Plan prior to start of all work. The ECP will be approved by the Company.
- 5.3 The Contractor shall furnish for approval any samples of material or workmanship as required and requested by the Company. The final work shall be done in accordance with approved samples.
- 5.4 The Contractor shall submit to the Company, copies of all required permits, licenses, etc., prior to the start of work.

**6.0 SITE REPRESENTATION**

**6.1 Definitions**

- 6.1.1 Field Representative – When work is performed by a contractor, a representative of the Company's Construction Department, herein referred to as "Field Representative", shall be designated to confer with the Contractor on details concerning the performance of work covered by this Specification. Any proposed tools, equipment or methods for performing the work shall be subject to the Field Representative's approval. He/she shall be notified of all tests so that he/she may arrange to witness the tests, and all test data taken shall be submitted to him/her for approval before the items of work concerned shall be considered as satisfactorily performed. Except where otherwise indicated, the work covered by this specification is to be performed by the contractor.

- 6.1.2 Engineer – A Discipline Engineer assigned the responsibility for a project by the Central Engineering Department, Transmission Feeders Engineering section, herein shall be referred to as "the Engineer". He/she shall have final responsibility for any changes and exceptions to this specification. Drawings and specifications listed in Section III shall be considered as part of this Specification. Variations affecting the system design or layout concerning the final quality or condition of the work shall be referred to the Engineer for approval. Construction methods shall have the approval of the Construction Department.

- 6.2 Upon execution of the Contract, the Company will identify in writing to the Contractor, an Engineering Field Representative for the Project. The Engineering Field Representative shall have full authority to act, or to cause others to act, on behalf of the Company, to assure that the work is carried out in full compliance with the requirements of the Contract, and to otherwise generally protect the interests of the Company. The Company may change the Engineering Field Representative at any time by notifying the Contractor, in writing, of the name of the new Engineering Field Representative and the effective date of the change.

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- 6.3 The Company may also designate one or more additional persons to carry out certain responsibilities on its behalf, and, in that event, the Engineering Field Representative will instruct the Contractor as to the relationship between the Engineering Field Representative and such other designated persons.
- 6.4 Except as specifically set forth elsewhere in these General Requirements or as may be otherwise directed by the Engineering Field Representative, in writing, the Engineering Field Representative shall be the principal first point of contact for the Contractor in all matters relating to the execution of the Work.
- 6.5 No action or decision of the Engineering Field Representative or any other representative of the Company will in any way supersede or diminish the Contractor's obligation to perform the Work in complete conformance with all requirements of the Contract.

## **7.0 QUALITY ASSURANCE**

### **7.1 Qualification and personnel certifications**

- 7.1.1 The Contractor shall provide copies of all necessary documentation for personnel qualification and certifications required to perform the work.

### **7.2 Regulatory and permit requirements**

- 7.2.1 The Contractor shall obtain all necessary regulatory and permits required to complete the work and the project. Copies of all permits, licenses, etc, shall be provided to the Company and maintained at the work site. This includes but is not limited to:

- a. Asbestos permits (ACP-5, ACP-7)
- b. SPDES permits
- c. Waste disposal permits
- d. Building demolition permits

### **7.3 Test reports, material certifications, and code stamps**

- 7.3.1 The Contractor shall obtain all necessary code stamps for any materials. He shall also obtain and provide copies of all test reports and material certifications for materials, products, etc.

## **8.0 PROPOSALS**

- 8.1 Prior to and as necessary during the progress of the work under the contract, the Contractor's representative shall confer with the Company's representative at the job for the purpose of formulating a working program, so that the work performed under one or more contracts may be coordinated to prevent, if possible, any interference with the progress of work of the other Contractors.

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**9.0 SEQUENCING AND SCHEDULING**

- 9.1** All work shall be carried out in such a manner that there will be no interference with station operation. The Company, through a designated representative, will arrange for outages of equipment and for assuring safe working conditions where electrical circuits and equipment are involved. No work on normally alive electrical circuits shall be started without the express permission of the Company's designated representative.
- 9.2** The Contractor shall do all possible preparatory work in advance of equipment shutdown, and he shall provide adequate manpower to do the outage work in the time allotted. The Company reserves the right to perform any items of work which because of operating conditions, should, in the Company's opinion, be performed by Company forces.
- 9.3** No work will be permitted on live electrical circuits, or in central control areas. No cutting will be allowed into floors, walls or ducts without express approval of the Company's inspectors and the Station Supervisor. The station will be maintained in operation during the entire construction period. No compartments, doors or cabinets may be opened or entered into without Company approval. When permission is obtained to work in operating areas, adequate safety precautions shall be exercised to protect personnel and equipment, including barriers, signs and roped-off area. The work schedule shall include allowance for periods when equipment may be taken out of service for alteration, and for work in confined spaces.

**10.0 TRAINING DEMONSTRATION**

- 10.1** None Required

**11.0 OWNER ACCEPTANCE**

- 11.1** A final joint inspection of the completed installation shall be made by representatives of the Company and the Contractor. Final acceptance of the Contractor's work will be contingent upon this inspection in conjunction with other requirements of the contract.
- 11.2** The Company and its representatives shall at all times have access to the Work and the Contractor shall provide proper facilities for such access and for the inspection and testing of the Work.
- 11.3** The Contractor shall keep the Company and the Architect informed of the progress of the Work and shall notify the Company sufficiently in advance of enclosing items of Work, or the work of other contractors, to provide reasonable time for the Company to perform the necessary inspection. No Work, nor the work of other contractors, shall be closed or covered until it has been duly inspected and approved. Should uninspected work or work of other Contractors be covered by the Contractor prior to its inspection, the Contractor shall, if directed by the Company and at its own expense, uncover all such Work, or such work of other contractors, so that it can be properly inspected, and after such inspection the Contractor shall properly repair and replace all affected Work, or work of other contractors, at its own cost and expense.
- 11.4** The Company shall arrange for such inspection of the Work as may be necessary. If, in the opinion of the Company or Architect, the Work is not being installed as required by the Contract, the Company may order such work stopped pending further investigation and a decision by the Company.

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- 11.5 Tests to determine the quality of materials will, unless otherwise specified, be ordered by the Company at the discretion of the Company. If the specifications require the Contractor to provide the inspection service or tests, such inspection or tests shall be made by an engineer or laboratory approved by the Company. Such engineer or laboratory must furnish the Company with as many copies of any inspection or test reports as may be requested. Unless otherwise specified, tests on materials are to be made in accordance with standard methods adopted by the American Society for Testing and Materials.
- 11.6 The right of the Company to inspect and generally supervise the Work is to make certain that the Work conforms to the drawings and specifications and the other Contract Documents. Such inspection and general supervision are not intended to control the contractor as to the manner of performance of the Work.
- 11.7 Any Work installed by the Contractor and found, by the Company, to be defective, or not in strict conformance with the requirements of the drawings and specifications, shall be corrected or removed immediately and satisfactory materials or Work substituted therefore without delay, unless the Company approves such Work subject to an appropriate adjustment in the contract price. The Contractor shall also make good the work of all the other Contractors destroyed or damaged by such corrective Work, removal or replacement. The cost of such corrective Work, removal and replacement shall be at the expense of the Contractor. The Contractor shall promptly remove all rejected materials from the Premises. The Company's authority to reject any Work of the Contractor and any decision of either exercising or not exercising such authority shall not give rise to any duty or responsibility of the Company to the Contractor or any Subcontractor or Supplier.
- 11.8 Should the Company elect, at any time before Final Acceptance, to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to remove or uncover such Work to permit such inspection, examination or testing. If such Work is found to be defective or nonconforming in any significant respect, the Contractor shall pay all the expenses of such removal, uncovering, examination, testing and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract documents, the Company shall compensate the Contractor by Change Order, for reasonable additional incurred costs involved in such removal, uncovering, examination, testing and reconstruction and if completion of the Work has been delayed thereby, the Company shall grant the Contractor a reasonable extension in the time allowed for completion.
- 11.9 No previous inspection or payment shall be held as an acceptance of defective Work or materials or relieve the Contractor from the obligation to furnish sound materials and perform satisfactory Work in accordance with the Contract Documents.
- 11.10 Final payment shall not relieve the Contractor of the responsibility for faulty materials or workmanship. The Contractor shall remedy all such defects, paying the cost of such corrective Work and of repair of any damage to other work resulting there from, which shall appear within any guarantee or warranty period provided by the Contractor

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## **Section II – PRODUCTS AND SERVICES**

### **1.0 WORK TO BE PERFORMED BY CONTRACTOR**

#### **1.1 General**

##### **1.1.1 Dry Air**

Prior to the introduction of dry air into any pipe, a Company Representative shall test the air to be used. The dry air and its moisture content shall be in accordance with Con Edison Specification No. EI-4147, latest revision. Compressed air, furnished in trailer loads or bottles from an approved supplier and meeting the specified dew point requirements may be used. Since there is the danger of asphyxiation whenever work is to be done in an enclosed space every precaution shall be taken to insure adequate ventilation whenever and wherever personnel must enter such areas.

##### **1.1.2 Cleanliness**

Every precaution shall be taken to prevent the entrance of dirt, moisture or any other contaminant into any pipe, and all methods and operations by the Contractor shall be subjected to approval by the Field Representative as to the adequacy of these precautions.

##### **1.1.3 Testing**

The Company reserves the right to perform testing with its own personnel. Testing is required to insure the quality of the work or may be needed to provide data concerning the installation.

##### **1.1.4 Excavating Trenches and Openings**

- a. All trenches shall be excavated true to the centerline and grade shown on the approved plan and profile drawings except where unforeseen interferences are encountered. In such cases, specific approval shall be obtained from the Field Representative for appropriate modifications.
- b. In general, the trench shall be excavated to a depth sufficient to provide a minimum of thirty-six inches of cover over the cable pipe or pipes as indicated in Specification No. EO-12640-B, latest revision. When less than twenty-four inches of cover over the cable pipes or pipes associated with pressurization or cooling of the feeders is authorized because of special conditions, suitable guards shall be placed over any pipes having insufficient cover prior to backfill. Such guards shall be flat steel plates having a minimum thickness of 1 inch and wide enough to provide a three-inch overhang on each side of the pipe(s). A concrete pad in lieu of a steel plate shall be used to cover stainless steel or copper risers. Whenever steel plating is used to protect shallow installations, a peering arrangement shall be used, if specified by the Engineer, to prevent the plates from directly contacting the pipe should settlement occur.

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- c. Guards placed over cable pipes shall have a cushion of six inches of compacted approved backfill between the pipe and guards, and guards placed over other associated feeder pipes shall have a cushion of six inches of compacted approved backfill between the pipes and guard. If conditions require the protective steel plates to be installed closer than six inches from the top of these pipes, high density polyethylene skids as per Specification No. EO-8069, latest revision, shall be installed on the pipe before the steel plates are set in place. In no case shall there be less than two inches of compacted backfill between the pipes and the protective plates.
- d. The bottom of all trenches shall be smooth, uniform, and free of all loose rock, stones or other foreign matter. Nothing shall be left in the bottom of the trench that might damage the pipe coating. The trench shall be such that a minimum of six inches of compacted approved backfill shall be beneath and beside the pipe as per Specification No. EO-12640-B, latest revision.
- e. Trench widths and spacing of pipes shall conform to EO-12640-B or as specified on the layout. When the trench is in solid rock, changes to the pipe configuration and trench dimensions may be permitted with the written approval of the Engineer. No decrease in dimensions shall be made without specific approval of the Engineer.

**1.2 Clearance from Subsurface Structures**

- 1.2.1 External heat sources such as steam mains, duct banks containing power cables, and the like, limit the current carrying capability of pipe type feeders. To minimize this influence, a face-to-face separation of not less than twelve feet for horizontal runs nor less than two feet for right angle crossings shall be maintained from all steam mains, steam services six inches and over in size, duct bank systems of six ducts or more and all other pipe type feeders. For steam mains under six inches in size and for power duct bank systems of five ducts or less, the separation shall not be less than six feet in a horizontal direction and 1½ feet in a vertical direction. Where these spacings cannot be obtained, specific approval shall be obtained from the Engineer for corrective measures to be applied. Insulating slabs as per Drawing EO-8935-D, latest revision or specifically designed ventilation chambers shall be used if specified in the layout.
- 1.2.2 All new subsurface electric pipes shall be constructed with a standard minimum clearance of 12 inches from liquid petroleum pipelines, gas lines, transmission facilities or concrete structures. When the 12 inches clearance is not practical it may be reduced to a minimum of six inches, provided approval from the Engineer is obtained and piers and skids as described in Specification No. EO-15362-B, latest revision, are installed on the electric pipes to prevent contact from occurring due to settlement.
- 1.2.3 The minimum clearance from the gas distribution facilities shall be six inches provided that piers as described in Specification No. EO-15362-B, latest revision, are installed to prevent contact between the electric facilities and the

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gas distribution facilities. The minimum clearance from underground gas service laterals shall be six inches provided that an approved protective separator or skids are installed on the electric facilities and the gas service pipeline. The six inch clearance shall not be reduced without the written permission of the Engineer.

- 1.2.4 When pipes pass within 2 feet of water mains or services, a half inch thick natural rubber sheet having a durometer measurement of not less than 60 shall be installed, centered between the pipe(s) and the water mains or services. There shall be an overlap of at least 6 inches between rubber sheets if more than 1 sheet is necessary to protect the pipe. The rubber sheet(s) shall overhang the water main or service by a minimum of 18 inches or as directed by Engineer. Under no circumstances shall the rubber sheet be wrapped around the feeder pipe.

**1.3 Pipe through wall sleeves**

- 1.3.1 When feeder pipes pass through walls whose thickness does not exceed 12 inches, they shall be encased in plastic wall sleeves and sealed with one set of link seals. The size of the wall sleeve as well as the position of the link seals are specified in the Specification No. EO-9230, latest revision.
- 1.3.2 When feeder pipes pass through walls that are wider than 12 inches, link seals should be installed at both ends of the penetration. In such cases, sleeves made of plastic or other dielectric materials, cannot be used. This condition should be avoided whenever possible by designing the thickness of the wall in the area of the pipe penetration to be no more than 12 inches. If this is not possible, sleeve made of electrically conductive materials should be used. Sonotubes or equivalent materials can be used in such applications since they will allow cathodic protection current flow into the annular space when moisture is present.
- 1.3.3 Under no circumstances should the pipe within sleeves of any length be left uncoated.

**1.4 Backfill**

- 1.4.1 Approved backfill is to be used for backfilling under, beside and over the pipe as indicated in Specification No. EO-12640-B, latest revision. To obtain the optimum compaction essential for pipe type feeders, the backfill, including thermal backfill as specified in Specification No. EO-1173, latest revision, shall be compacted in maximum of 12 inch lifts in accordance with Specification No. EO-1181, latest revision, unless otherwise approved by the Company.
- 1.4.2 The Field Representative or Engineer may order as many in-place density tests as he deems necessary to insure proper compaction. The sand-cone test as per ASTM-D1556 or Nuclear Density tester may be used for all in place density tests.

**1.5 Manholes.**

- 1.5.1 Manholes shall have exact overall dimensions as specified on the accompanying drawings. Where water or unstable soil conditions exist, filter fabric and 12 inches of crushed stone or recycled concrete (¾ inch to 2 inch) on top of the filter fabric shall be installed, if directed by the Field Representative.



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**1.5.2** *The location of all joint manholes shall be based on field conditions and on pulling tension requirements, as described in section 14.0 of EO-1109, latest revision.*

**1.5.3** *Stop joint manholes are required as follows:*

- a. Where a dielectric fluid leak from a 69 kV, 138 kV or a 345 kV pipe type cable with a water crossing (over, in or under the water) could enter a waterway, a full stop joint shall be installed at the cable's shore manhole(s) if the need for such a joint is supported by factors such as distance to waterway, feeder elevation profile, sensitive environments (i.e. presence of sensitive threatened or endangered species or wetlands), etc., as well as risks associated with normal operations, failure modes, and catastrophic events.*
- b. A decision not to install a full stop joint at a water crossing shall be approved by the Chief Electrical Engineer with the concurrence of the Vice President of Environmental, Health & Safety.*

**1.6** Pipe

**1.6.1** Steel Pipe

- a. Steel pipe in accordance with Specification No. EO-9000, latest revision, shall be specified for installation of high pressure cables, pressurization and dielectric fluid circulation systems.*
- b. The cable pipes and associated pressurization or dielectric fluid circulation pipes having a 5 inch or larger diameter, shall be furnished with ends flared in accordance with Specification No. EO-5199-B, latest revision, unless otherwise specified by Central Engineering.*
- c. Each length of steel pipe installed shall have been cleaned and coated externally in accordance with Specification No. G-8196, latest revision. The interior surface of all steel pipes shall have been cleaned and coated as called for in Specification No. EO-8193, latest revision. The pipe shall be provided with end seals tightly plugged to prevent the entrance of dirt and moisture.*

**1.6.2** Stainless Steel Pipe

- a. Stainless steel pipe in accordance with Specification No. EO-8097, latest revision, shall be specified for installation of single phase cable.*
- b. Stainless steel pipe shall be delivered externally uncoated and protected from damage internally and externally as specified in Specification No. EO-8097, latest revision. The external field coating shall be in accordance with the method specified in Specification No. G-8209, latest revision.*

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**1.6.3 Copper Pipe**

- a. Copper pipe, when specified to be used for single phase cable installation, shall be of soft drawn de-oxidized copper, fabricated in accordance with ASTM Specification B-42. Copper pipe shall be supplied uncoated.

**1.7 Installation and Tests**

- 1.7.1 A visual inspection of each shipment of coated steel pipe shall be made promptly upon receipt, and arrangements shall be made for the replacement of any defective material.
- 1.7.2 The interior of the pipe and the interior coating shall be inspected and all moisture, oil, grease, or other foreign matter shall be removed. No pipe having any rust on its inner surface shall be welded into the line. The external coating on the pipe shall be tested for pinholes or defects as per Paragraph 1.9 of this specification. Each defect detected shall be satisfactorily repaired and retested.
- 1.7.3 Pipe plugs or caps installed at the coating plant shall be kept in place, except during inspection and cleaning, until the pipe is welded. The ends of each section of pipe shall be kept capped at all times except when caps must be removed for construction work.

**1.8 Unloading, Handling and Hauling**

- 1.8.1 Every precaution shall be exercised in the handling of all pipes. The pipes are to be kept clean, dry and free of any foreign material. Cut ends shall be chamfered to remove burrs or sharp edges and a proper surface shall be provided for welding in accordance with Specification No. G-1064, latest revision. No flame or arc cutting of the pipes shall be permitted. The pipes shall be sealed and purged as specified in Paragraph 1.10.2 and 1.11.4.
- 1.8.2 The coated pipe shall be unloaded, handled, stockpiled, hauled and installed in such a manner as to insure against any damage to the exterior coating. The coated pipe at all times shall be supported on resilient protective padding until it is finally installed in the trench. When supported for their full length, the pipes may be nested and tiered as directed by the Field Representative.
- 1.8.3 No chains or ropes shall be allowed to come in contact with the pipe coating. Canvas slings having a minimum width of ten inches shall be used for lifting the pipe. When lifting or lowering one or more pipe lengths, a sufficient number of canvas slings shall be used to properly distribute the weight and prevent permanent deformation of the pipes or damage to the pipe coating due to flexing. In general, the overhanging pipe length beyond the last support shall not exceed 30% of the pipe length.
- 1.8.4 The coating at all times shall be protected from oil, kerosene, gasoline or other solvents.

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**1.9 Testing External Coatings**

- 1.9.1 A spark test shall be made at 18,000 to 20,000 Volts, peak value, on all coatings as indicated in Specification No. G-8196, latest revision, using an instrument that has been checked by Con Edison. The tests shall be made on the entire length of the pipes including areas coated in the field over welds or at repairs. These tests shall be made as near the time of backfilling as is practicable to insure that the coating is free of defects and to avoid re-excavating to repair defects after the trench has been backfilled. The coater shall furnish Con Edison's Central Stores Department with a written certification as per Specification No. G-8196, latest revision, of a pre-coating inspection.
- 1.9.2 Spark tests shall be made only when the pipe is dry.
- 1.9.3 All defects found shall be repaired as outlined in Specification No. G-8209, latest revision.
- 1.9.4 After the section of pipe has been installed and backfilled, a Coating Resistance Test shall be made by Con Edison's Corrosion Control personnel on the installed section. The minimum acceptable coating resistance value shall be 2,000,000 ohms-square foot. This can be converted into a minimum coating resistance for any length of pipe by the formula: Resistance of section (ohms) = 2,000,000 (ohms-square foot) divided by the surface area of pipe section (sq-ft). This resistance test shall be performed on all pipe sections installed between adjacent manholes; however, tests may be taken at shorter intervals when requested by the Company Field Representative.
- 1.9.5 Whenever the pipe section coating resistance is less than acceptable, an over-the-ground survey shall be conducted to locate coating faults. These faults shall be repaired as outlined in Specification No. G-8209, latest revision, and backfilled. If failing coating resistance values are due to accidental contacts with underground metallic structures, these contacts shall be cleared and all specified clearances shall be maintained. The coating resistance test shall then be repeated to verify that minimum acceptable values are obtained.

**1.10 Pipe Installation - General**

- 1.10.1 Pipe installation shall be carefully planned to insure a minimum elapsed time between the start of trench excavation and the completion of resurfacing over the excavation. Pipe installation shall follow trench excavation as rapidly as possible.
- 1.10.2 Night caps as per Drawing No. EO-7370-B, latest revision, shall be installed to maintain an airtight seal at the ends of the pipes and a positive pressure of dry air maintained within sections so pipes that might become submerged in case of heavy rains.
- 1.10.3 All pipes shall be labeled at each end of every run and at every tie-in point with other piping to positively identify the pipes and their destination.
- 1.10.4 Prior to backfilling, measurements shall be taken so as to provide an "As Constructed" plan and profile of completed lines, including the cover and offset from the baseline of each weld. Copies of the "As Constructed" drawings shall be sent to the Engineer and Property Records after completion of work.

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- 1.10.5 Before any two pieces or sections of pipe are welded together, the interior of each piece or section shall be inspected. If this inspection reveals any condition other than a perfectly clean, dry interior surface, the pipe shall be swabbed with suitable dry swabs until the cleanliness of the interior surface is acceptable to the Field Representative.
- 1.10.6 Where bends are required, the pipe shall be bent with Company approved bending equipment. In general, the minimum radius of curvature to be permitted shall be 40 feet for 345 kV pipe systems and 30 feet for 69 kV and 138 kV systems, except where specific approval is given for a shorter radius. Radii shall be measured with an instrument approved for use by the Field Representative. Adequate measures shall be taken to prevent the pipe from kinking, flattening or going out of round and to prevent damage to the pipe coating during the bending operation.
- 1.10.7 Each bent section of pipe, including the terminal riser cable pipes, shall be checked for ovality before being welded into the line. This test shall be made by pulling through the pipe a mandrel of the size specified in Drawing No. EO-10569-D, latest revision. No pipe through which the mandrel will not pass freely shall be welded into the line.
- 1.10.8 Where it is necessary to pull pipe into or along the bottom of the trench, suitable rollers, straw bags, or other approved means shall be used to prevent damage to the coating.
- 1.10.9 Before stopping work for the night or for any other reason, it shall be mandatory to close all open ends of the pipe as per Paragraph 1.10.2. The pipe shall be purged with enough dry air to displace twice the cubic content of the pipe lengths added during the day, after which the pipe ends shall be closed and the pressure increased to a positive pressure of between 4 and 6 psig.

**1.11 Pipe Installation – Steel Pipes**

In addition to Paragraphs 1.6.1 and 1.10, the following also applies to steel pipe installations.

- 1.11.1 Each bent section of steel pipe shall be given a radius acceptance test. A mandrel of the proper size as per Drawing No. EO-16325-B, latest revision, shall be pulled through the pipe to check for sharp bends. No pipe through which the mandrel will not pass freely shall be welded into the line.
- 1.11.2 When fitting of steel pipes in the field, which requires the joining of pipe lengths which are not provided with flared ends in accordance with Drawing No. EO-5199-B, latest revision, prefabricated flared ends in accordance with Drawing No. EO-5199-B, latest revision, shall be welded to the square cut and beveled pipe ends and the inner surface of the welds carefully ground smooth. Any internal coating burned due to welding shall be brushed and removed and the pipe surface left clean.
- 1.11.3 Where specified on the layout, connector pads, as shown in Drawing No. EO-4796-D, latest revision, shall be field welded to the pipe to permit the attachment of thermocouples, shunt leads or bonding tests leads.

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- 1.11.4 The closing of pipe ends in the trench shall be done by means of an approved fitting which will not damage the pipe ends and be capable of withstanding a minimum of 10 psig. In manholes, or other pick up points, the open ends shall be welded closed with a pressure test terminating pipe assembly as specified in Drawing No. EO-14661-D, latest revision.

**1.12 Pipe Installation – Stainless Steel Pipes**

In addition to Paragraphs 1.6.2 and 1.10, the following also applies to stainless steel pipe installations.

- 1.12.1 Stainless steel pipe shall be delivered externally uncoated and shall be field coated as per Specification No. G-8209, latest revision. Stainless steel pipes shall be installed as specified on the layout.
- 1.12.2 The minimum-bending radius for nominal 6 inch O.D. stainless steel pipe shall be 8 feet. When more than one bend is required, the minimum bending radius of 8 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 16 feet. The minimum bending radius for nominal 5" O.D. and nominal 4 inch O.D. stainless steel pipes shall be 6 feet. When it is required to make several bends, the minimum bending radius of 6 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 12 feet. Adequate measures shall be taken to prevent the pipe from kinking, flattening or going out of round.
- 1.12.3 The stainless steel pipes shall be joined by means of stainless steel sleeves in accordance with Specification No. EO-8048, latest revision. After the welds have passed the test requirements, the weld areas shall be coated in accordance with Specification No. G-8209, latest revision.

**1.13 Pipe Installation – Copper Pipes**

In addition to Paragraphs 1.6.3 and 1.10, the following also applies to copper pipe installation.

- 1.13.1 Copper pipes shall be bent with bending machines or by such other means as to prevent the pipe from kinking, flattening or going out of round. The minimum bending radius for copper pipes shall be 6 feet. When it is required to make several bends, the minimum bending radius of 6 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 12 feet, unless otherwise approved by the Engineer.
- 1.13.2 Sleeves for joining copper pipes shall be those supplied by the Company. The sleeves are the same material as that of the pipe. The clearance between O.D. of the pipe and I.D. of the sleeve shall be in accordance with Drawing No. EO-6947-D, latest revision. The brazing material shall have minimum silver content of 15 percent.

**1.14 Installation of Pipe in Casings or Abandoned Gas Mains**

- 1.14.1 Whenever the pipe is installed within a steel casing, it shall be kept electrically isolated from the casing by means of approved casing insulating skids as per Specification No. G-100, 280, latest revision. The skids shall be installed on the

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pipe at intervals not greater than ten feet and at one foot from each end of the casing. Both ends of the casing shall be sealed as per Specification No. G-8096, latest revision.

**1.15 Installation of Pipe within Tunnels**

- 1.15.1 Whenever a pipe is to be installed in a tunnel, on a bridge or on any other such structure, the pipe shall be kept electrically isolated from the structures. If the Engineer determines that ground connections are required at those locations, these connections shall be made through isolator/surge protectors.

**1.16 Cathodic Protection**

- 1.16.1 Unless otherwise specified, the cathodic protection for new pipe type feeders shall include D.C. electrical isolation by grounding through isolator/surge protectors with protective current supplied by impressed current rectifiers. Corrosion Engineering shall specify the location and design of impressed current rectifiers for each feeder installation.

**1.17 Test Stations**

- 1.17.1 Test stations, as specified by Corrosion Engineering shall generally be installed in the proximity of each manhole and at both ends of all casings as per Drawing No. 301709, latest revision.

**1.18 Installation of Dielectric Fluid Circulation Pipes**

- 1.17.2 Pipes for cable cooling systems using dielectric fluid circulation shall be installed where so specified on the layout and shall be positioned with respect to the high pressure cable pipe as shown in Drawing No. EO-12640-B, latest revision.
- 1.17.3 The 5 inch diameter dielectric fluid circulation pipes shall be furnished with flared ends and joined by welding with backing rings in accordance with Drawing No. EO-5199-B, latest revision. Where cut ends are to be joined, the internal coating shall be properly removed 2" from the pipe end, following all Company environmental requirements, and the interior surface dry-swabbed clean before welding on prefabricated flared ends in accordance with Drawing No. EO-5199-B, latest revision. Couplings can only be used with Engineering approval.

**1.19 Sleeves**

- 1.19.1 Sleeves for joining pipes of all materials are designed for a specified clearance to provide a minimum offset and give a maximum strength joint. To properly install sleeves, care should be taken to maintain the pipe and pipe sleeves as round as possible. In the event the sleeve and/or pipe is out of round it shall be re-rounded. Shaving or machining to increase the clearance shall not be permitted. Installation of the stainless steel or copper sleeves for pothead riser shall be as per Drawing No. EO-14276-C, latest revision. After the sleeves have been welded, the sleeves shall be radio-graphically inspected to determine the separation between the pipe ends and the roundness of the pipe ends. In no case shall the pipe end separation exceed ¼ inch.

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**1.20 Welding**

- 1.20.1 Steel pipe welding shall be performed as prescribed in Specification No. G-1064, latest revision.
- 1.20.2 Stainless steel pipe welding shall be performed as prescribed in Specification No. EO-8048, latest revision.
- 1.20.3 Steel and stainless steel pipe welding shall be performed by welders who have been qualified by the Company for welding the type of steel as per Specification Nos. G-1065 and EO-8048, latest revisions, respectively.
- 1.20.4 Prior to welding of pipe lengths, the protective masking over the uncoated portion of the pipe ends shall be removed and any rust or foreign material left on the pipe which may leave undesirable ash from welding heat shall be carefully cleaned off.
- 1.20.5 Pipes 2 inches or smaller shall be joined using socket weld fittings. Pipes 3 inches and larger shall be joined using butt welds. Couplings can only be used with Engineering approval.
- 1.20.6 Under no circumstances shall a mitered joint of any angle be made in changing direction of any pipe.
- 1.20.7 All bend fittings used shall be of a large radius type.
- 1.20.8 Separate qualifications shall be made for welding of steel, welding of stainless steel and brazing of copper; that is, an individual performing all three functions shall have been qualified for each function separately as per Specification Nos. G-1065 and/or EO-8048, latest revisions, as applicable.
- 1.20.9 When welding gate or globe valves into any line, care must be taken not to damage any part of the valve. Valves shall be slightly closed or just making contact when welded into the line. When installing ball valves, the pipe flanges shall be tack welded in place, the valve body removed and then the weld completed.
- 1.20.10 All dead end valves provided for vacuum and/or filling ports shall be 2 inch gate valves or 2 inch ball valves as specified on the layout.
- 1.20.11 Whenever possible, the use of "tee" fittings, which would be buried, shall be avoided.

**1.21 Acceptance of Welds**

- 1.21.1 Acceptance of each weld shall be based upon an acceptance radiograph test. The radiograph test shall be performed as per Specification No. G-1070, latest revision, by an independent vendor, hired by the Company, who shall inform the Company's Field Representative about the acceptability of the weld.
- 1.21.2 Each welded pipeline section is to be pressure tested at 500 psig internal pressure. Test to be conducted at a later date. (See Paragraph 1.23 of this Specification).

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**1.22 Final Radius and Ovality Tests**

- 1.22.1 A final radius and ovality acceptance test shall be performed by pulling through the entire welded section a mandrel of the proper size as per Drawing Nos. EO-16325-B and EO-10569-D, latest revisions. If either mandrel does not pass through for any reason, the problem shall be rectified by the Contractor to the satisfaction of the Field Representative before proceeding.

**1.23 Acceptance Proof Test**

- 1.23.1 While the proof tests are in progress using dry air no personnel shall be inside a manhole.

- 1.23.2 All pipes above grade (i.e., risers and pipes associated with bridges and tunnels) shall be tested hydrostatically using water. If this test is being performed during the winter and there is the possibility of the water freezing, the Contractor shall use a mixture of water and isopropyl alcohol (at least 50% alcohol) or other mixture with prior Engineering approval. However, the use of any ethylene glycol mix or anti-freeze is prohibited. The Contractor is responsible for following all applicable regulations and safety precautions in the storage and handling of alcohol. Dry air shall not be used on above ground piping unless approved by Engineering and special safety precautions are put into effect while the proof test is in progress.

- 1.23.3 Acceptance of any completed pipeline by the Company shall be based on a (a) free passage of the ovality and radius mandrels through the pipeline, (b) acceptable coating resistance measurement, (c) cleanliness and dryness inside the pipes, (d) 500 psig proof (burst) test, (e) 250 psig pressure drop test, (f) successful completion of vacuum drying requirements and (g) the final acceptance proof test as per Paragraph 2.4

- 1.23.4 Before each pipe section is approved for use, it shall be given a 500 psig (burst) pressure test. This test shall be made using dry air as per Section 5.0 or a liquid as per Paragraph 1.23.2. After the pressure has reached 500 psig, this test pressure shall be maintained for not less than one-half hour. The test shall be performed by the Contractor and witnessed by the Field Representative or by Transmission Operations as follows:

a. New Pipe on a new feeder.

- (1) If tested with air as per Paragraph 1.1.1, the test shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- (2) If tested with a liquid as per Paragraph 1.23.2, the test shall be performed by the Contractor.

b. New Pipe on an existing feeder (cut-over, Tee taps, replacement, etc.):

- (1) The Contractor shall perform the test on this piping whether the test is performed with air as per Paragraph 1.1.1 or with a liquid as per Paragraph 1.23.2.



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- 1.23.5 Whenever a liquid as per Paragraph 1.23.2 is used to test a piping section, the Contractor shall remove all the liquid remaining in the pipe section to the satisfaction of the Field Representative. The Contractor has the responsibility of properly disposing of the used liquid in accordance with all regulations.
- 1.23.6 Where welds cannot be checked for acceptance individually by radiograph tests (i.e., joint casings, by-pass piping, etc.) those welds shall be tested at the time of making the overall acceptance pressure tests on the completed section between manholes as described in Paragraph 2.4 of this Specification.
- 1.23.7 Upon completion of the 500 psig gas pressure test, the pressure within the pipe shall be reduced to 250 psig and held for a minimum of seventy-two (72) hours to check for the presence of leaks in the pipe system. During the seventy-two hour period, the pipe under test shall be connected through a manometer to a buried reference tank that is known to be tight so that the manometer will indicate whether a loss of pressure in the pipe under test is being experienced during the test period. Pressure readings shall be recorded every hour. This work shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- 1.23.8 The reference tank shall be made as per Drawing No. EO-12215-C, latest revision, and shall have a cylindrical steel pressure vessel capable of withstanding the test pressures and having a volume of not less than 1.5 cubic feet. It shall be buried at the manhole locations indicated on construction drawings so as to have at least two feet of cover to minimize the effects of ambient temperature changes.
- 1.23.9 After one of the pipes entering any particular manhole has successfully withstood this comparison test and is found to be tight, this pipe may then be used as a reference tank for the testing of other pipes. This work shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- 1.23.10 Any loss of pressure indicating the presence of leaks shall be fully investigated and the leaks located and repaired. All leaks shall be reported to and inspected by the Field Representative.
- 1.23.11 The method of repairing leaks shall be subject to the approval of the Field Representative. After the repairs have been made the 500 psig pressure (burst) test and the 250 psig dry air leakage drop test shall be repeated.

**NOTE**

The following work shall be performed by company forces or as indicated otherwise.

**2.0 WORK TO BE PERFORMED BY OTHERS**

**2.1 Installation of Reducers**

- 2.1.1 After these pressure tests have been completed and the pipe is known to be free of leaks, the boiler end caps over the pipe ends in the manhole shall be cut off and the joint reducers welded to the pipe. The point at which the pipe is to be cut

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shall be determined by the reference to manufacturer's drawings for the joints to be made in the manholes. Any ash from the burning of the internal pipe coating due to welding shall be removed and the pipe left clean.

- 2.1.2 The reducer welds shall be tested at 50 psig, dry air, to insure that no leaks exist on the welds. Refer to section 2.2.4

**2.2 Cleaning and Mandrelling**

- 2.2.1 Each section of pipeline, dielectric fluid circulating line and dielectric fluid supply line shall be individually pigged and swabbed. A projectile shall be blown through the pipe, using dry air as the pressure source, for the purpose of removing burrs (pigging) and also for cleaning (swabbing) of each pipe. If the fittings installed on a pipe section will not allow a pig to pass through, the Engineer shall be contacted for the procedure to be used to properly clean the pipe section.
- 2.2.2 In the terminal sections of pipe, stainless steel or copper, a continuous 3/16 inch polyethylene rope shall be left in each pipe attached to the sealing plates at both ends, after the pipe has been swabbed clean and dry.
- 2.2.3 A mandrel of the proper size for the pipe size involved, per Drawing No. EO-10569-D, latest revision, shall be pulled or blown through the pipe to check for excessive ovality or other obstructions within the pipe. A steel line capable of pulling in the winch rope shall be left in the cable pipe after the mandrelling operation is completed. Steel line having a hemp center shall not be used. A rope shall be used to pull cable in the termination pipes for safety.
- 2.2.4 After the steel line for pulling the winch line in has been installed within the cable pipe, the pipe ends shall be sealed by gasketed blank-off plates bolted to the joint reducers. The pipe section shall be pressurized to 50 psig and the reducer welds soap tested to insure that no leaks exist (refer to section 2.1.2). The pipes shall be left with a positive pressure of dry air sufficient to insure against the entrance of moisture in the event that the pipe is submerged. Such pressure shall in no case be less than 5 psig.

**2.3 Vacuum Dryness Test**

- 2.3.1 Vacuum drying shall be done after the installation of joint reducers and pilot lines in the pipes.
- 2.3.2 All pipes, including pressure, dielectric fluid circulation and gas pipelines shall be vacuum dried before filling with dielectric fluid or gas. In the event that the new section of pipe shall be attached to an existing section of pipe, the new section shall also be vacuum dried before it is connected to the existing section.
- 2.3.3 After the pipe ends have been closed and prior to cable pulling, a vacuum test shall be made on the pipe section to insure its dryness. Vacuum shall be maintained continuously until the pressure within the pipe is down to 150 microns of mercury. Evacuation shall then continue for a period of four hours. At the end of this period, the vacuum pump shall be valved off and the pressure rise in the pipe over a one-half hour period observed. The pipe shall be considered acceptable if the pressure rise during this one-half hour period is less than 100 microns. Pressure readings taken during evacuation and the pressure rise test,

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shall be taken at points remote from the vacuum pump. If the pressure rise during the one half hour pressure rise test is in excess of 100 microns, vacuum shall be reapplied continuously again until the pressure is down to 150 microns, a subsequent one half hour pressure rise test made and this procedure continued until the requirements are met.

- 2.3.4 After the pipe has successfully passed the vacuum dryness test, the vacuum shall be broken with tested dry air as per Paragraph 1.1.1. A positive pressure of not less than 10 psig shall then be built up and maintained in the pipe to prevent the entrance of moisture in the case of submersion.

**2.4 Final Acceptance Proof Test**

- 2.4.1 Upon completion of the splicing, evacuation and filling of a feeder with dielectric fluid as per Specification No. EO-1109, latest revision, the completed pipe system, including the dielectric fluid circulation pipes, shall be proof tested with dielectric fluid for not less than one half hour as follows:

- |                             |                |
|-----------------------------|----------------|
| a. 345 kV System            | 950 psig (Max) |
| b. 138 kV and 69 kV Systems | 550 psig (Max) |

**NOTE**

Maximum proof test pressure will change if system pressure is increased.

- 2.4.2 The dielectric fluid circulation pipes shall be subjected to proof tests at a higher pressure as required by the Engineer.
- 2.4.3 All safety pressure valves and/or discs, gauges, pressure switches and other components that may be damaged due to the high pressure are to be valved off before the test is commenced.
- 2.4.4 After the pressure has been maintained at the 950 psig or 500 psig level as per Paragraph 2.4.1 for one-half hour it shall be reduced to 250 psig and held for a minimum of twenty four (24) hours. During the twenty-four hour test, the pumps and dielectric fluid pressure must constantly be monitored.

**2.5 Spare Pipes**

- 2.5.1 In the event that a pipe is installed which will not be used for a period of time such as in the case of spares submarine pipes, all the requirements of this specification shall be followed. A ¾ inch pipe connection shall be made to the pipe, terminating in a plugged valve in a suitable place where the pressure may be checked periodically. Consecutive sections of pipes route through the same manhole systems shall be connected in series with 5/8 inch copper tubing. All such pipes are to be left with a positive pressure of 25 psig of dry air and shall have proper identification as indicated in Paragraph 1.10.3. To insure that a positive pressure of 25 psig is maintained, such spare pipes shall be checked periodically as per EO-6045.

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**2.6 Pipe Verification**

2.6.1 The following pipe verification shall be performed on new pipes installed prior to the 500 psig burst test. Existing installed pipes, which have not been identified by this verification process, shall be identified prior to installation of new cable and splicing in advance of outage related work. The objective of this test procedure is to confirm and ensure the following:

- a. New Pipes installed are connected to the correct feeder pipe at the cutover location and terminate at the location as specified on construction drawings.
- b. New pipes installed do not cross underground, resulting in pipes terminating in wrong location.
- c. Provide positive confirmation through testing that feeder terminating at the substation pothead is the same feeder identified at the cutover location.
- d. Existing installed pipes are identified and tagged prior to installation of cable and splicing activities.

2.6.2 All data, test information and results shall immediately be submitted to the Field Representative or Transmission Operations and the Engineer for evaluation. A prompt identification of pipes shall ensure that corrective actions can immediately be implemented to correct any problem during installation of new pipes.

**2.6.3 Identification of Feeder at Pickup Location**

- a. The following methods to identify the transmission pipe designation at the cut over location are acceptable for establishing positive feeder identification. Identification of transmission feeder described in this section shall be performed by Company personnel only. The pipe verification process is not to be used for working on the feeder. To perform work on the feeder, it must be identified using standard ungrounded tracing current.
  - (1) Permanent Feeder Identification Point – Permanent identification tags exist on the pipes. Permanent tagging of pipe type feeders shall be in accordance with Specification No. EO-6064, latest revision.
  - (2) Feeder Pressure Variation Method – Pressure gauges shall be placed on both pipes on the upper splice casing valves in the designated cutover manhole. Transmission and Substation Operations personnel shall coordinate the pressure change activity on the proposed feeder. The pumping plant operator shall vary the feeder pressure at the pressurizing plant while the mechanic at the cutover location monitors gauge pressure. The pumping plant operator shall raise the feeder pressure by a maximum of 20 psig, and once positive indication is observed at the cutover location, the mechanic shall request from the pumping plant operator the corresponding feeder designation.

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Transmission Operations personnel shall tag the feeder pipe accordingly. The Substation Operator shall ensure that he/she is properly identifying the feeder in the pressurizing plant.

(3) Electrical Test Procedure Method

- Major Pipe Section Relocation – When extended lengths of pipe are required to be installed due to a major facility relocation, then test pits are to be excavated at both ends at the proposed tie-in locations. Both pipes are to be exposed and one of the two feeder pipes shall be identified by the use of ungrounded tracing current and tagged accordingly by Company personnel. Once positive identification is achieved, the feeder shall be returned to service.
- Installation of New Manhole – When the new manhole structure will be installed over existing feeders to allow installation of "Wye" joint(s), then a test pit will be excavated at the proposed location exposing the pipes. One of the two feeder pipes shall be identified by use of ungrounded tracing current and tagged accordingly by Company personnel. Once positive identification is achieved, the feeder shall be returned to service.

2.6.4 Installation of New Pipes or Verification of Existing Pipes to Substation

**NOTE**

Either Company forces or the Contractor, as specified in the bid documents, shall perform this work.

- a. Verification of pipes shall be performed on all completed pipe sections and connecting manholes using dry air and pressure gauges. Testing shall begin at the cutover location and proceed towards the station potheads. The existing transmission feeder pipe identified in accordance with Paragraph 2.6.3 and the new and/or existing pipe to be connected, will both be designated as the reference pipe. (New pipes are typically installed just outside the manhole wall or placed on top of the existing pipes until the final cutover of the feeder is performed.)
- b. The reference pipe shall be filled with dry air. Steps detailing the verification process are as follows:
  - (1) Establish reference pipe in accordance with Paragraph 2.6.3.
  - (2) Install pressure gauges on both pipes in the next connecting manhole.
  - (3) Raise pressure of reference pipe to 10 psig and observe gage pressure at connecting manhole. The pipe that registers a pressure change shall now be designated the reference pipe and

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tagged accordingly. Remove gauges and connect 5/8" copper tubing in series to the opposite pipe across the manhole.

**NOTE**

If 5/8" copper tubing is not used, then tag the in-line series pipe across manhole and fill with dry air once gauges are installed on pipes in next connecting manhole.

- (4) Install pressure gauges on both pipes in the next connecting manhole.
- (5) Repeat pipe verification as required until station potheads are reached or other positive identification point is reached.
- (6) Verify that installed piping terminates at the designated location in accordance with the construction drawings issued.

**2.6.5 Pipe Replacement between Manhole Sections**

**NOTE**

Either Company forces or the Contractor, as specified in the bid documents, shall perform this work.

- a. Establish reference pipe designation in accordance with Paragraph 35.1 and tag accordingly.
- b. Install pressure gauges on both ends of new pipes at the furthest point away from the established reference pipe.
- c. Raise pressure of the reference pipe to 10 psig and observe gauge pressure at opposite end.
- d. Tag the associated pipe that registers positive gauge pressure.
- e. Verify that installed piping terminates at the designated location in accordance with the construction drawings issued.

**3.0 REQUIRED SUBMITTALS**

- 3.1 Environmental, Health, and Safety Plans (eHASP).
- 3.2 Environmental Construction Plan (ECP)
- 3.3 Shop drawings, product data, & samples.
- 3.4 Quality Assurance/Control submittals.
- 3.5 "As Constructed" drawings, O&M manuals, training documentation.

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- 3.6 Copies of all necessary permits, licenses, etc.
- 3.7 Detailed construction and removal schedule.

#### **4.0 DELIVERY, STORAGE, AND HANDLING**

- 4.1 The Contractor shall furnish all necessary labor, equipment and material required to unload the equipment and materials at the construction site. Each shipping crate or drum must be inspected for damage before being removed from the transporting vehicles. If there is visible evidence of damage to the crate or equipment, this must be reported immediately to the Company representative on site to facilitate any damage claims against the carrier or manufacturer.
- 4.2 The Contractor shall uncrate the equipment or waste materials carefully, taking all necessary precautions to prevent damage to the existing equipment.
- 4.3 The Contractor shall inspect the shipping manifest and verify that all equipment and/or materials specified herein are on the shipping manifest. The Contractor shall immediately notify the Company representative on site if there is shortage or excess of equipment and/or materials.
- 4.4 The Contractor shall remove and dispose of all shipping crates and packing materials from the construction site immediately after the equipment is unloaded.
- 4.5 The Contractor shall remove, store and transport off site, all associated materials and waste items referred to in the attached drawings and specifications.
- 4.6 The Contractor, on a daily basis, shall dispose of all packing materials, crating, general debris and other waste items from the site, in order to maintain proper safety, environmental and sanitary conditions on the site.
- 4.7 The Contractor shall be responsible for the security and loss of his material and equipment.
- 4.8 The Contractor shall maintain the work area in a neat and orderly condition at all times. Site clean-up shall be performed on a daily basis and as directed by the field representative, and shall include removal of all material no longer needed for construction purposes as well as papers, cups, cans, and other non-construction debris. The Contractor shall be responsible to furnish and maintain trash receptacles suitable for the type and quantity of material to be removed. Type and quantity shall be subject to the approval of the field representative. At the completion of the job the site should be left in a clean and finished condition.
- 4.9 The Contractor shall dispose of all construction debris, equipment, etc. in accordance with all federal, state and local environmental laws and regulations.

#### **5.0 FABRICATION**

- 5.1 Items must be manufactured, fabricated, or assembled prior to delivery to the site. If necessary, the Contractor shall pre-assemble all working parts prior to disassembly to shipment to the job site.

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**6.0 MATERIALS AND MIXES**

- 6.1 Specifications for materials to be provided.
- 6.2 The Contractor shall furnish any equipment and materials necessary for installing the High pressure pipe.
- 6.3 The Company shall approve all chemicals in advance, be part of the eHASP and the MSDS sheets must be on site.

**7.0 PREPARATION AND MAINTENANCE**

- 7.1 The Contractor shall do all possible preparatory work in advance of equipment shutdown, and he shall provide adequate manpower to do the outage work in the time allotted. The Company reserves the right to perform any items of work which because of operating conditions, should, in the Company's opinion, be performed by Company forces.
- 7.2 The Contractor shall confine his equipment, storage of materials and the operations of his employees to the limits indicated by law, ordinances, permits or reasonable direction of the Company or its duly authorized representatives, and shall not unreasonably encumber the premises with his materials or equipment.
- 7.3 All arrangements for the use of the highways, public property and private property for the storage of materials or equipment shall be made by the Contractor, and he shall obtain and pay for any permits that may be required for the storage of materials and equipment.
- 7.4 The detailed part of this specification will inform the Contractor of the environmental conditions and hazards to be found on the job site. The Contractor is responsible for implementing an effective Environment, Health and Safety (EH&S) program for performance of the Work.
- 7.5 Changes to project activities/materials or unanticipated site conditions may require a re-assessment and/or modification of project EH&S requirements. Additional EH&S measures may be required (sampling, testing, monitoring, personal protective equipment, permits/licenses/approvals). If issues or concerns arise which were not anticipated, the Contractor shall stop work activity, take appropriate precautions and contact the Site Representative immediately.
- 7.6 The Site Representative is responsible for overseeing the environment, health and safety of Company employees and Contractor personnel. The Contractor is required to comply with all federal, state and local requirements, as well as any Company policy or procedure directed by the Site Representative, applicable to the performance of the Work.
- 7.7 The Site Representative will monitor the Contractor's EH&S compliance and to ensure immediate correction of any EH&S hazard or procedural non-compliance. The Site Representative has the authority and responsibility to stop an activity or job, if in his professional assessment, the Contractor shows a disregard, lack of knowledge or expertise for any EH&S requirement. There shall be no increase in cost to the Company or schedule relaxation allowed as a result of work stoppage due to the Contractor's disregard, lack of knowledge or expertise for EH&S requirements.



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**CONSTRUCTION SPECIFICATION**  
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7.8 Prior to bringing any materials on the job site or Company property, the Contractor shall submit Material Safety Data Sheets (MSDS) to the Site Representative for approval. The MSDS's will be submitted as part of the required Health and Safety Plan (HASP). The Contractor must keep copies of all MSDS's on the job site during the Work

7.9 The Contractor shall obtain any permit, license or approval necessary to perform the Work in accordance with all federal, New York State and local regulations, codes and laws.

**8.0 CONSTRUCTION**

8.1 None.

**9.0 FIELD QUALITY CONTROL**

9.1 All parts of the Work shall throughout the time of the performance of the Contract, be subject to inspection by the Company. The Company shall be final judge of the quality and acceptability of the Work, the materials and equipment used herein, and the process of the manufacture and methods of constructions employed in connection with the Work. The Company shall have the right to witness any tests the Contractor or third party conducts.

9.2 If at any time prior to the completion of all of the Work, the Company finds as a result of any inspections any part of the Work, is not suitable or of good quality, or fails to conform to the specifications or drawings, the Company has the options to require the Contractor, at his expense and within reasonable time, to reconstruct, replace or correct the applicable Work.

9.3 Upon completion of the work, the Contractor shall clean the entire work area of all unused material and equipment. The Contractor shall remove all of his equipment and construction materials and vacate storage areas which may have been temporarily assigned for his use by the Company. The Contractor will not leave any hazardous wastes, solid wastes, chemicals, lead, asbestos or other environmental hazards on the site.

9.4 This work will take place in an active, operational, high voltage substation. The Contractor shall not interfere with the normal and/or emergency substation operation. Workers shall limit their access to active work areas only.

9.5 The Contractor shall use the Trades having jurisdiction to perform the work covered by this specification and he shall comply with all rules and regulations of Trades covering the type of work as accepted by a recognized group of trade employers. The employees shall be skilled in their particular lines and shall not conflict in any way with those of other Trades employed under other Company contracts at any location.

**10.0 REPAIR AND RESTORATION**

10.1 The Contractor shall install equipment and materials as shown on the drawings, except where obvious, unforeseen interferences occur.

10.2 When field changes are required, every effort shall be made to coordinate the change with other conduit work, structural work, lighting installations, etc., being done at the

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same site. The Contractor shall keep a complete record of all such changes being made by his forces on the Contractor's copies of the affected drawings.

- 10.3 In event of any damage, the Contractor shall promptly make replacements and repairs to the approval of the Company's Project Engineer and at no additional cost. Additional time required to secure replacements and to make repairs will not be considered by the Company to justify any extension in the Contract Time of Completion.

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**SECTION III – CONSTRUCTION PACKAGE DOCUMENTS AND SUPPLEMENTAL SPECIFICATIONS****PART 0 – (Contract Drawings, Tables, & Lists)**

- 1.0 The list of contract drawings included with the construction package
- 2.0 The list of supplemental specifications and applicable revision. If the specification is not provided as a Part in this section, provide instructions where the specifications are to be found (e.g. Con Edison, Manual of Construction) and how to obtain copies.
- 3.0 Reference Drawings
  - 3.1 301709 Cathodic Corrosion Protection for Electrical Feeder Pipe Test Station Installation.
  - 3.2 EO-4796-D Connector Plate Assembly for Attaching Bonds, Thermocouple and Shunt Wires to Steel Electric Cable Pipes.
  - 3.3 EO-5199-B Pipe with Flared Ends for Chill Ring Welds on Electric Cable Pipes.
  - 3.4 EO-6947-D Welding Sleeve for Pipe Connection in Pipe Type Cable System.
  - 3.5 EO-7370-B Night Cap for 5-9/16", 6-5/8" and 10-3/4" OD Pipe and 7" Tubing.
  - 3.6 EO-8935-D Heat Deflecting Slab for Installation between Steam Mains and Electric Cables.
  - 3.7 EO-9230-C Sleeve Details and Method of Sealing H.P. Cable Pipe through Manhole wall.
  - 3.8 EO-10569-D Mandrels for H.P. Cable Pipes.
  - 3.9 EO-12215-C Reference Tank for Leakage Testing of H.P. Pipelines.
  - 3.10 EO-12640-B B.H.P. Cable and Dielectric Fluid Circulating Pipe Trenching and Backfill.
  - 3.11 EO-14267-C Typical Sleeve Installation of High Pressure Cable Pipe Type.
  - 3.12 EO-14661-D Typical Pressure Test Assemblies and Installation for 5" to 12" Pipes.
  - 3.13 EO-15362-B Pier Installation and Details for 138/345 kV High Pressure Pipes Crossing Facilities.
  - 3.14 EO-16325-B Radius Acceptance Mandrel for 5-9/16", 8-5/8" and 10-3/4" O.D.H.P. Pipe.

**PART 1 thru XX – (Supplemental Specifications)**

- 4.0 Reference Specifications
  - 4.1 G-1064 Shielded Metal Arc Welding Procedure for Welding Steel Pipe and Fittings.

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- 4.2 G-1065 Qualification of Welders and Welding Procedures.
- 4.3 G-1070 Radiographic Inspection of Pipeline Welds.
- 4.4 EO-1109 High Pressure Pipe Type Cable Systems Cable Installation and Pressurization of Lines.
- 4.5 EO-1173 Specification for Controlled Backfill Material for H.P. Cable Pipe Installation.
- 4.6 EO-1181 General Specification for Backfilling or Trench and Small Openings.
- 4.7 EO-8069 Pipe Skids and Liners.
- 4.8 EO-8048 Specification for Welding Austenitic Stainless Steel Pipe.
- 4.9 EO-8085 General Backfill and Bedding Material for Excavations.
- 4.10 G-8096 Sealing of the Annular Space between Gas Pipe and Casing or Sleeves.
- 4.11 EO-8097 Stainless Steel Pipe for Single Phase Terminal Circuits for Pipe Type Cables.
- 4.12 G-8209 Field Coating of Steel Pipe and Fittings Installed Underground and in Subsurface Structures.
- 4.13 EO-8193 Purchase Specification for Internal Coating of Steel Electric Feeder Pipe.
- 4.14 G-8196 Purchase Specification for Extruded Polyolefin Coating on Steel Electric Feeder Pipe.
- 4.15 EO-9000 Specification for Purchase of Steel Pipes for Electric Facilities. Fuel Oil Facilities and Casings.
- 4.16 G-100, 280 Pipeline Casing Insulating Skids.
- 4.17 EI-4147 General Specification for Dry Compressed Breathable Air.
- 4.18 EO-6064 Tagging of Pipe Type Feeders Operating at 345 kV, 138 kV, and 69 kV to Establish Permanent Feeder Identification Points.

**JOINT BID WORKSHEET**  
**HMMWTC6A**  
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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity	Unit Cost	Total
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	1	\$ 414.00	\$ 414.00
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	1	\$ 776.00	\$ 776.00
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	1	\$ 1,150.00	\$ 1,150.00
JB 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	25	\$ 568.00	\$ 14,200.00
JB 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	10	\$ 1,799.00	\$ 17,990.00
JB 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	9	\$ 2,925.00	\$ 26,325.00
JB 108.4	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)	EA.	6	\$ 3,656.00	\$ 21,936.00
JB 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EA.	30	\$ 1,480.00	\$ 44,400.00
JB 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EA.	6	\$ 2,215.00	\$ 13,290.00
JB 109.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EA.	1	\$ 3,546.00	\$ 3,546.00
JB 109.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EA.	8	\$ 4,609.00	\$ 36,872.00
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	50	\$ 139.00	\$ 6,950.00
JB 226	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	2	\$ 4,317.00	\$ 8,634.00
JB 227	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	1	\$ 2,209.00	\$ 2,209.00
JB 300	SPECIAL CARE EXCAVATION AND BACKFILLING	C.Y.	365	\$ 268.00	\$ 97,820.00
JB 301	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPES	C.Y.	20	\$ 320.00	\$ 6,400.00
JB 303	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	850	\$ 48.00	\$ 40,800.00
JB 330E.1	SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .1)	L.F.	220	\$ 29.00	\$ 6,380.00
JB 330E.2	SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .2)	L.F.	510	\$ 35.00	\$ 17,850.00
JB 330E.3	SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .3)	L.F.	305	\$ 40.00	\$ 12,200.00
JB 330E.4	SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .4)	L.F.	60	\$ 57.00	\$ 3,420.00
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	50	\$ 224.00	\$ 11,200.00
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	200	\$ 267.00	\$ 53,400.00
JB 401A	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	95	\$ 335.00	\$ 31,825.00
JB 402.1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	400	\$ 87.00	\$ 34,800.00
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	200	\$ 51.00	\$ 10,200.00
JB 402.2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	300	\$ 57.00	\$ 17,100.00

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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity	Unit Cost	Total
JB 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	S.F.	2,000	\$ 3.00	\$ 6,000.00
JB 404	PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS WITH LESS THAN 24" COVER	S.F.	100	\$ 404.00	\$ 40,400.00
JB 405.1	TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	510	\$ 230.00	\$ 117,300.00
JB 405.2	TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET	C.Y.	305	\$ 337.00	\$ 102,785.00
JB 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	410	\$ 260.00	\$ 106,600.00
JB 410.1	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME UP TO AND INCLUDING 20% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET.	C.Y.	20	\$ 313.00	\$ 6,260.00
JB 410.2	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 20%, UP TO AND INCLUDING 40% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET.	C.Y.	2,620	\$ 398.00	\$ 1,042,760.00
JB 410.3	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 40%, UP TO AND INCLUDING 60% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET.	C.Y.	3,850	\$ 482.00	\$ 1,855,700.00
JB 410.4	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET.	C.Y.	20	\$ 567.00	\$ 11,340.00
JB 410.5	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME UP TO AND INCLUDING 20% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.	C.Y.	20	\$ 323.00	\$ 6,460.00
JB 410.6	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 20%, UP TO AND INCLUDING 40% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.	C.Y.	2,085	\$ 408.00	\$ 842,520.00
JB 410.7	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 40%, UP TO AND INCLUDING 60% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.	C.Y.	1,040	\$ 491.00	\$ 510,640.00
JB 410.8	MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.	C.Y.	20	\$ 576.00	\$ 11,520.00
JB 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SURVEY CREW THAT WILL PERFORM TYPICAL FIELD SURVEY FUNCTIONS AND PROVIDE DATA ANALYSIS REPORTS	Cnhrs.	800	\$ 299.00	\$ 239,200.00
JB 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: OPENING/CLOSING SUBSURFACE STRUCTURE COVER(S), SETTING/ RESETTNG MPT SETUP(S), ASSISTING UTILITY FACILITY/SPECIALTY CREW(S), PERFORMING CONDUIT OCCUPANCY IDENTIFICATION, CLEAN-UP STORAGE WORK-SITE AREA, ETC.	Cnhrs.	2,700	\$ 300.00	\$ 810,000.00

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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity	Unit Cost	Total
JB 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT NOT LIMITED TO: EXCAVATIONS DUE TO CABLE FAILURES, INCLUDING EMERGENCY TYPE EXCAVATIONS, CONSTRUCT MANHOLE ENCLOSURES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES, ETC.	Cthrs.	2,100	\$ 858.00	\$ 1,801,800.00
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	10,885	\$ 3.00	\$ 32,655.00
JB 501	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	70	\$ 337.00	\$ 23,590.00
JB 603E.1	CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	1,200	\$ 6.00	\$ 7,200.00
JB 603E.2	CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	5,000	\$ 9.00	\$ 45,000.00
JB 610.6	6" DIAMETER STEEL GAS PIPE	L.F.	100	\$ 29.00	\$ 2,900.00
JB 611.6	6" DIAMETER STEEL GAS PIPE FITTING	EA.	4	\$ 669.00	\$ 2,676.00
JB 620.6	INSTALL 10" DIAMETER STEAM PIPE	L.F.	110	\$ 216.00	\$ 23,760.00
JB 620.9	INSTALL 16" DIAMETER STEAM PIPE	L.F.	95	\$ 291.00	\$ 27,645.00
JB 621.6	INSTALL 10" DIAMETER STEAM PIPE FITTING	EA.	14	\$ 1,673.00	\$ 23,422.00
JB 621.9	INSTALL 16" DIAMETER STEAM PIPE FITTING	EA.	14	\$ 2,550.00	\$ 35,700.00
JB 625A	STEAM COOLING CHAMBER ASSEMBLY	EA.	1	\$ 2,181.00	\$ 2,181.00
JB 625B	STEAM TRAP ASSEMBLY	EA.	1	\$ 1,272.00	\$ 1,272.00
JB 625C	STEAM DRAIN ASSEMBLY	EA.	3	\$ 1,530.00	\$ 4,590.00
JB 625D	STEAM VALVE ASSEMBLY	EA.	3	\$ 3,824.00	\$ 11,472.00
JB 636 EA	ADJUSTMENT OF UTILITY HARWARE ( UNDER 7" WIDTH )	EA.	5	\$ 303.00	\$ 1,515.00
JB 636 EB	ADJUSTMENT OF UTILITY HARWARE ( 7" TO UNDER 14" WIDTH )	EA.	5	\$ 344.00	\$ 1,720.00
JB 636 EC	ADJUSTMENT OF UTILITY HARWARE ( 14" TO UNDER 30" WIDTH )	EA.	10	\$ 884.00	\$ 8,840.00
JB 636 ED	ADJUSTMENT OF UTILITY HARWARE ( 30" TO UNDER 34" WIDTH )	EA.	5	\$ 888.00	\$ 4,440.00
JB 636 EE	ADJUSTMENT OF UTILITY HARWARE ( 34" TO UNDER 41" WIDTH )	EA.	10	\$ 1,024.00	\$ 10,240.00
JB 636 EG	ADJUSTMENT OF UTILITY HARWARE ( 41" TO UNDER 75" WIDTH )	EA.	80	\$ 1,171.00	\$ 93,680.00
JB 636 EH	ADJUSTMENT OF UTILITY HARWARE ( 75" TO UNDER 125" WIDTH )	EA.	5	\$ 1,337.00	\$ 6,685.00
JB 636 EI	ADJUSTMENT OF UTILITY HARWARE ( 125" TO UNDER 170" WIDTH )	EA.	3	\$ 1,474.00	\$ 4,422.00
JB 636 R	REPAIR TO UTILITY STRUCTURES	C.Y.	50	\$ 240.00	\$ 12,000.00

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JB 636 SA	ADJUSTMENT OF UTILITY STEAM HARDWARE (CONCRETE COLLAR)	S.F.	330	\$ 17.00	\$ 5,610.00
JB 636 SB	ADJUSTMENT OF UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH )	EA.	5	\$ 280.00	\$ 1,450.00
JB 636 SC	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH )	EA.	11	\$ 845.00	\$ 9,295.00
JB 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	C.Y.	310	\$ 1,176.00	\$ 364,560.00
JB 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	C.Y.	220	\$ 883.00	\$ 194,260.00
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	4,670	\$ 53.00	\$ 247,510.00
JB 710.1	REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPES	L.F.	4,800	\$ 14.00	\$ 67,200.00
JB 710.2	REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPES	L.F.	300	\$ 16.00	\$ 4,800.00
JB 711	USE SHEETING LINE AS FORM	L.F.	168	\$ 7.00	\$ 1,176.00
JB 800	MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	840	\$ 206.00	\$ 173,040.00
JB 801	MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	3,600	\$ 168.00	\$ 604,800.00
JB 850	PLACING RUBBER SHEETS FOR UTILITY FACILITIES	S.F.	800	\$ 3.00	\$ 2,400.00
JB 900	EXTRA UTILITY WORK COST ALLOWANCE	F.S.	1	\$ 2,529,269.	\$ 2,529,269
				<b>Total</b>	<b>\$ 12,646,347.</b>



**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
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**JB 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1) EA.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 100.1 = 1.00

**JB 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2) EA.**

At the following locations:

S/S LIBERTY STREET E/O BROADWAY

Total quantity for JB 100.2 = 1.00

**JB 100.3 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3) EA.**

At the following locations:

S/S LIBERTY STREET E/O BROADWAY

Total quantity for JB 100.3 = 1.00

**JB 108.1 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) EA.**

At the following locations:

INT. OF BROADWAY AND WALL STREET  
 BROADWAY BTW WALL STREET AND PINE STREET  
 INT. OF BROADWAY AND PINE STREET  
 BROADWAY BTW THAMES STREET AND CEDAR STREET  
 BROADWAY BTW CEDAR STREET AND LIBERTY STREET  
 INT. OF BROADWAY AND LIBERTY STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 INT. OF BROADWAY AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET  
 BROADWAY BTW FULTON STREET AND ANN STREET

Total quantity for JB 108.1 = 25.00

**JB 108.2 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) EA.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW WALL STREET AND PINE STREET  
 INT. OF BROADWAY AND PINE STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET

Total quantity for JB 108.2 = 10.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 108.3 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3) EA.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW WALL STREET AND PINE STREET  
 INT. OF BROADWAY AND PINE STREET  
 BROADWAY BTW PINE STREET AND THAMES STREET  
 BROADWAY BTW THAMES STREET AND CEDAR STREET

Total quantity for JB 108.3 = 9.00

**JB 108.4 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4) EA.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW CEDAR STREET TO LIBERTY STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET

Total quantity for JB 108.4 = 6.00

**JB 109.1 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1) EA.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 INT. OF BROADWAY AND WALL STREET  
 INT. OF BROADWAY AND PINE STREET  
 INT. OF BROADWAY AND THAMES STREET  
 INT. OF BROADWAY AND LIBERTY STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 INT. OF BROADWAY AND JOHN STREET  
 BROADWAY BTW FULTON STREET AND ANN STREET  
 INT. OF BROADWAY AND ANN STREET

Total quantity for JB 109.1 = 30.00

**JB 109.2 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2) EA.**

At the following locations:

INT. OF BROADWAY AND WALL STREET  
 INT. OF BROADWAY AND PINE STREET  
 INT. OF BROADWAY AND LIBERTY STREET  
 INT. OF BROADWAY AND JOHN STREET  
 INT. OF BROADWAY AND ANN STREET

Total quantity for JB 109.2 = 6.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 109.3 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE 3) EA.**

At the following locations:  
 INT. OF BROADWAY AND CORTLANDT STREET

Total quantity for JB 109.3 = 1.00

**JB 109.4 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE 4) EA.**

At the following locations:  
 INT. OF BROADWAY AND LIBERTY STREET  
 INT. OF BROADWAY AND JOHN STREET

Total quantity for JB 109.4 = 8.00

**JB 200 EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES L.F.**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 200 = 50.00

**JB 226 INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES EA.**

At the following locations:  
 E/S BROADWAY N/O LIBERTY STREET  
 E/S BROADWAY S/O LIBERTY STREET

Total quantity for JB 226 = 2.00

**JB 227 REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES EA.**

At the following locations:  
 INT. OF BROADWAY AND LIBERTY STREET

Total quantity for JB 227 = 1.00

**JB 300 SPECIAL CARE EXCAVATION AND BACKFILLING C.Y.**

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW WALL STREET AND PINE STREET  
 BROADWAY BTW PINE STREET AND THAMES STREET  
 BROADWAY BTW CEDAR STREET AND LIBERTY STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 INT. OF BROADWAY AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET

**CON EDISON JOINT BIDDING SCOPE OF WORK****SUPPORT & PROTECTION****HMMWTCA6A****FOR THE RECONSTRUCTION OF BROADWAY - PHASE I****BROADWAY FROM RECTOR STREET TO ANN STREET****BOROUGH OF MANHATTAN**

BROADWAY BTW DEY STREET AND FULTON STREET  
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for           JB 300           =       365.00

**JB 301   SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPES****C.Y.**

At the following locations:  
BROADWAY BTW FULTON STREET AND ANN STREET

Total quantity for           JB 301           =       20.00

**JB 303   FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL****C.Y.**

At the following locations:  
BROADWAY BTW RECTOR STREET AND THAMES STREET  
BROADWAY BTW CEDAR STREET AND CORTLANDT STREET  
BROADWAY BTW FULTON STREET AND ANN STREET  
INT. OF BROADWAY AND ANN STREET  
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for           JB 303           =       850.00

**JB 330E.1   SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .1)****L.F.**

At the following locations:  
BROADWAY BTW RECTOR STREET AND WALL STREET  
BROADWAY BTW WALL STREET AND PINE STREET  
INT. OF BROADWAY AND MAIDEN LANE  
BROADWAY BTW FULTON STREET AND ANN STREET

Total quantity for           JB 330E.1       =       220.00

**JB 330E.2   SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .2)****L.F.**

At the following locations:  
BROADWAY BTW WALL STREET AND PINE STREET  
BROADWAY BTW PINE STREET AND THAMES STREET  
BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
BROADWAY BTW DEY STREET AND FULTON STREET

Total quantity for           JB 330E.2       =       510.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

- JB 330E.3 SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .3)**

At the following locations:  
BROADWAY BTW CORTLANDT STREET AND DEY STREET  
INT. OF BROADWAY AND ANN STREET

Total quantity for JB 330E.3 = 305.00

- JB 330E.4 SUPPORT & PROTECTION OF ELECTRIC AND GAS FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS (TYPE .4)**

At the following locations:  
INT. OF BROADWAY AND DEY STREET

Total quantity for JB 330E.4 = 60.00

- JB 400 TEST PITS FOR UTILITY FACILITIES**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 400 = 50.00

- JB 401 TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 401 = 200.00

- JB 401A SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT**

At the following locations:  
AS SHOWN ON THE SPECIAL CARE EXCAVATION PLANS

Total quantity for JB 401A = 95.00

- JB 402.1A EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 402.1A = 400.00

**LF.**

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**L.F.**

**L.F.**

**S.F.**

**S.F.**

**S.F.**

**S.F.**

**S.F.**

**S.F.**

C.Y.

C.Y.

C.Y.

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 405.2 TRENCH EXCAVATIONS FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET C.Y.**

At the following locations:  
 INT. OF BROADWAY AND LIBERTY STREET  
 INT. OF BROADWAY AND DEY STREET/JOHN STREET  
 AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 405.2 = 305.00

**JB 406 EXCAVATION FOR UTILITY STRUCTURE C.Y.**

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW PINE STREET AND THAMES STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY STREET BTW DEY STREET AND FULTON STREET  
 BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for JB 406 = 410.00

**JB 410.1 MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME UP TO AND INCLUDING 20% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET. C.Y.**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 410.1 = 20.00

**JB 410.2 MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 20%, UP TO AND INCLUDING 40% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET. C.Y.**

At the following locations:  
 AS SHOWN ON THE MASS EXCAVATION PLANS

Total quantity for JB 410.2 = 2,620.00

**JB 410.3 MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 40%, UP TO AND INCLUDING 60% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET. C.Y.**

At the following locations:  
 AS SHOWN ON THE MASS EXCAVATION PLANS

Total quantity for JB 410.3 = 3,850.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 410.4**    **MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, LESS THAN FIVE FEET.**    **C.Y.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 410.4            =            20.00

**JB 410.5**    **MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME UP TO AND INCLUDING 20% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.**    **C.Y.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 410.5            =            20.00

**JB 410.6**    **MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 20%, UP TO AND INCLUDING 40% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.**    **C.Y.**

At the following locations:  
AS SHOWN ON THE MASS EXCAVATION PLANS

Total quantity for            JB 410.6            =            2,065.00

**JB 410.7**    **MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 40%, UP TO AND INCLUDING 60% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.**    **C.Y.**

At the following locations:  
AS SHOWN ON THE MASS EXCAVATION PLANS

Total quantity for            JB 410.7            =            1,040.00

**JB 410.8**    **MASS EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A VOLUME OVER 60%, UP TO AND INCLUDING 80% OF THE TOTAL EXCAVATED VOLUME, WITH MAXIMUM DEPTHS, MEASURED FROM THE TOP OF ROADWAY, EQUAL TO OR GREATER THAN FIVE FEET.**    **C.Y.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 410.8            =            20.00



**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 450.1 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SURVEY CREW THAT WILL PERFORM TYPICAL FIELD SURVEY FUNCTIONS AND PROVIDE DATA ANALYSIS REPORTS** **Crhrs**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 450.1 = 800.00

**JB 450.2 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: OPENING/CLOSING SUBSURFACE STRUCTURE COVER(S), SETTING/ RESETTING MPT SETUP(S), ASSISTING UTILITY FACILITY/SPECIALTY CREW(S), PERFORMING CONDUIT OCCUPANCY IDENTIFICATION, CLEAN-UP STORAGE WORK-SITE AREA, ETC.** **Crhrs**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 450.2 = 2,700.00

**JB 450.3 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT NOT LIMITED TO: EXCAVATIONS DUE TO CABLE FAILURES, INCLUDING EMERGENCY TYPE EXCAVATIONS, CONSTRUCT MANHOLE ENCLOSURES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES, ETC.** **Crhrs**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 450.3 = 2,100.00

**JB 500 REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)** **L.F.**

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET  
 BROADWAY BTW FULTON STREET AND VESSEY STREET

Total quantity for JB 500 = 10,885.00

**JB 501 REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES** **C.Y.**

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW WALL STREET AND PINE STREET  
 BROADWAY BTW FULTON STREET AND VESSEY STREET  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 501 = 70.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 603E.1 CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT****L.F.**

At the following locations:  
 FOR POSSIBLE FUTURE STREET LIGHTING WORKS  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for      JB 603E.1      =      1,200.00

**JB 603E.2 CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT****L.F.**

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for      JB 603E.2      =      5,000.00

**JB 610.6 6" DIAMETER STEEL GAS PIPE****L.F.**

At the following locations:  
 INT. OF BROADWAY AND DEY STREET/JOHN STREET

Total quantity for      JB 610.6      =      100.00

**JB 611.6 6" DIAMETER STEEL GAS PIPE FITTING****EA.**

At the following locations:  
 INT. OF BROADWAY AND DEY STREET/JOHN STREET

Total quantity for      JB 611.6      =      4.00

**JB 620.6 INSTALL 10" DIAMETER STEAM PIPE****L.F.**

At the following locations:  
 INT. OF BROADWAY AND LIBERTY STREET  
 INT. OF BROADWAY AND DEY STREET/JOHN STREET

Total quantity for      JB 620.6      =      110.00

**JB 620.9 INSTALL 16" DIAMETER STEAM PIPE****L.F.**

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET

Total quantity for      JB 620.9      =      95.00

CON EDISON JOINT BIDDING SCOPE OF WORK  
SUPPORT & PROTECTION  
HMMWTCA6A  
FOR THE RECONSTRUCTION OF BROADWAY - PHASE I  
BROADWAY FROM RECTOR STREET TO ANN STREET  
BOROUGH OF MANHATTAN

JB 621.6    INSTALL 10" DIAMETER STEAM PIPE FITTING

EA.

At the following locations:  
BROADWAY INT. OF LIBERTY STREET  
BROADWAY INT. OF DEY/ JOHN STREET

Total quantity for            JB 621.6            =            14.00

JB 621.9    INSTALL 16" DIAMETER STEAM PIPE FITTING

EA.

At the following locations:  
BROADWAY BTW RECTOR STREET AND WALL STREET

Total quantity for            JB 621.9            =            14.00

JB 625A    STEAM COOLING CHAMBER ASSEMBLY

EA.

At the following locations:  
BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for            JB 625A            =            1.00

JB 625B    STEAM TRAP ASSEMBLY

EA.

At the following locations:  
BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for            JB 625B            =            1.00

JB 625C    STEAM DRAIN ASSEMBLY

EA.

At the following locations:  
BROADWAY BTW RECTOR STREET AND WALL STREET  
BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for            JB 625C            =            3.00

JB 625D    STEAM VALVE ASSEMBLY

EA.

At the following locations:  
BROADWAY BTW RECTOR STREET AND WALL STREET  
BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for            JB 625D            =            3.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 636 EA ADJUSTMENT OF UTILITY HARWARE ( UNDER 7" WIDTH )**

**EA.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 636 EA = 5.00

**JB 636 EB ADJUSTMENT OF UTILITY HARWARE ( 7" TO UNDER 14" WIDTH )**

**EA.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 636 EB = 5.00

**JB 636 EC ADJUSTMENT OF UTILITY HARWARE ( 14" TO UNDER 30" WIDTH )**

**EA.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 636 EC = 10.00

**JB 636 ED ADJUSTMENT OF UTILITY HARWARE ( 30" TO UNDER 34" WIDTH )**

**EA.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 636 ED = 5.00

**JB 636 EE ADJUSTMENT OF UTILITY HARWARE ( 34" TO UNDER 41" WIDTH )**

**EA.**

At the following locations:  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 636 EE = 10.00

**JB 636 EG ADJUSTMENT OF UTILITY HARWARE ( 41" TO UNDER 75" WIDTH )**

**EA.**

At the following locations:  
BROADWAY BTW RECTOR STREET AND THAMES STREET  
BROADWAY BTW CEDAR AND CORTLANDT STREET  
BROADWAY BTW CORTLANDT STREET AND DEY STREET  
BROADWAY BTW DEY STREET AND FULTON STREET  
BROADWAY BTW FULTON STREET AND VESSEY STREET  
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 636 EG = 80.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 636 EH ADJUSTMENT OF UTILITY HARWARE ( 75" TO UNDER 125" WIDTH )**

EA.

At the following locations:  
 BROADWAY BTW RECTOR STREET AND THAMES STREET  
 BROADWAY BTW CEDAR AND CORTLANDT STREET

Total quantity for            JB 636 EH            =            5.00

**JB 636 EI ADJUSTMENT OF UTILITY HARWARE ( 125" TO UNDER 170" WIDTH )**

EA.

At the following locations:  
 BROADWAY BTW CEDAR AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET

Total quantity for            JB 636 EI            =            3.00

**JB 636 R REPAIR TO UTILITY STRUCTURES**

C.Y.

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 636 R            =            50.00

**JB 636 SA ADJUSTMENT OF UTILITY STEAM HARDWARE ( CONCRETE COLLAR )**

S.F.

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY INT. OF DEY STREET/ JOHN STREET  
 BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for            JB 636 SA            =            330.00

**JB 636 SB ADJUSTMENT OF UTILITY STEAM CASTINGS ( UNDER AND INCLUDING 8" WIDTH )**

EA.

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 636 SB            =            5.00

**JB 636 SC ADJUSTMENT OF UTILITY STEAM CASTINGS ( ABOVE 8" TO 34" WIDTH )**

EA.

At the following locations:  
 BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY INT. OF DEY STREET/ JOHN STREET  
 BROADWAY INT. OF VESSEY STREET/ ANN STREET

Total quantity for            JB 636 SC            =            11.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 638 N INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE****C.Y.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW PINE STREET AND THAMES STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW FULTON AND ANN STREET  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 638 N            =            310.00

**JB 638 R BREAK OUT AND REMOVE UTILITY STRUCTURE****C.Y.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW PINE STREET AND THAMES STREET  
 BROADWAY BTW THAMES STREET AND LIBERTY STREET  
 BROADWAY BTW LIBERTY STREET AND CORTLANDT STREET  
 BROADWAY BTW CORTLANDT STREET TO DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET  
 BROADWAY BTW FULTON AND ANN STREET  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 638 R            =            220.00

**JB 700 SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND****C.Y.**

At the following locations:

AS SHOWN ON THE SPECIAL CARE EXCAVATION PLANS

Total quantity for            JB 700            =            4,670.00

**JB 710.1 REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPES****L.F.**

At the following locations:

BROADWAY BTW RECTOR STREET AND WALL STREET  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for            JB 710.1            =            4,800.00

**CON EDISON JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A**  
**FOR THE RECONSTRUCTION OF BROADWAY - PHASE I**  
**BROADWAY FROM RECTOR STREET TO ANN STREET**  
**BOROUGH OF MANHATTAN**

**JB 710.2 REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND L.F. INCLUDING 20" DIAMETER PIPES**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 710.2 = 300.00

**JB 711 USE SHEETING LINE AS FORM**

**L.F.**

At the following locations:  
 BROADWAY BTW CORTLANDT STREET AND DEY STREET  
 W/S BROADWAY S/O DEY STREET  
 BROADWAY BTW DEY STREET AND FULTON STREET  
 INT. OF BROADWAY AND ANN STREET  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 711 = 168.00

**JB 800 MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES**

**L.F.**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 800 = 840.00

**JB 801 MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES**

**L.F.**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 801 = 3,600.00

**JB 850 PLACING RUBBER SHEETS FOR UTILITY FACILITIES**

**S.F.**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for JB 850 = 800.00

**JB 900 EXTRA UTILITY WORK COST ALLOWANCE**

**F.S.**

At the following locations:  
 AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for JB 900 = 1.00

**JOINT BID WORKSHEET**  
**CONTRACT NO. HMMWTCA6A - RECONSTRUCTION OF BROADWAY**  
**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR EMPIRE CITY SUBWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity	Unit Price	TOTAL
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	1.00	\$808	\$808
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	1.00	\$998	\$998
JB 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .4)	EA.	1.00	\$1,413	\$1,413
JB 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	10.00	\$886	\$8,860
JB 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	9.00	\$1,097	\$9,873
JB 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	7.00	\$1,322	\$9,254
JB 108.4	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)	EA.	3.00	\$1,622	\$4,866
JB 108.5	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .5)	EA.	1.00	\$1,983	\$1,983
JB 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EA.	15.00	\$1,003	\$15,045
JB 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EA.	12.00	\$1,345	\$16,140
JB 109.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EA.	9.00	\$1,666	\$14,994
JB 109.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EA.	5.00	\$2,007	\$10,035
JB 109.5	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	EA.	2.00	\$2,508	\$5,016
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	25.00	\$170	\$4,250
JB 226	INSTALLATION OF CATCH BASINS WITH INTERFERENCES	EA.	1.00	\$2,925	\$2,925
JB 300.0	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	158.00	\$167	\$26,052
JB 330T1	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.	615.00	\$115	\$70,725
JB 400	TEST PITS	C.Y.	40.00	\$218	\$8,720
JB 401.0	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	1,413.00	\$228	\$322,164
JB 401AT	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	335.00	\$76	\$25,460
JB 402T.1A	EXIST. CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. W. CONCR. ENCSMNT.	L.F.	14,861.00	\$53	\$787,633
JB 402T.2	EXIST. NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.	1,705.00	\$44	\$75,020
JB 403.0	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	17,528.00	\$4	\$70,112
JB 410.2	TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME OVER 20%, UP TO AND INCLUDING 40%, WITH MAXIMUM TRENCH DEPTHS LESS THAN FIVE FEET.	C.Y.	92.00	\$333	\$30,636
JB 410.3	TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME OVER 40%, UP TO AND INCLUDING 60%, WITH MAXIMUM TRENCH DEPTHS LESS THAN FIVE FEET.	C.Y.	1,490.00	\$377	\$561,730



**JOINT BID WORKSHEET**  
**CONTRACT NO. HMMWTC6A - RECONSTRUCTION OF BROADWAY**  
**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE**  
**FOR EMPIRE CITY SUBWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity	Unit Price	TOTAL
JB 410.5	TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME UP TO AND INCLUDING 20%, WITH MAXIMUM TRENCH DEPTHS EQUAL TO OR GREATER THAN FIVE FEET.	C.Y.	118.00	\$163	\$19,234
JB 410.6	TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME OVER 20%, UP TO AND INCLUDING 40%, WITH MAXIMUM TRENCH DEPTHS EQUAL TO OR GREATER THAN FIVE FEET.	C.Y.	535.00	\$187	\$100,045
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW	Chrs.	80.00	\$276	\$22,080
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL CREW	Chrs.	1,648.00	\$463	\$763,024
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM CREW	Chrs.	824.00	\$1,008	\$830,592
JB 500	RMVL. OF ABNDND MASONRY FOR ELEC. AND TEL. CONDUITS NON-CONC. ENCS	L.F.	1,100.00	\$4	\$4,400
JB 636 EE	ADJUSTMENT OF UTILITY HARWARE ( 34" TO UNDER 41" WIDTH )	EA.	30.00	\$490	\$14,700
JB 700.0	SPECIAL MOD. OF WORK MTHDS TO ACCOM/PROTECT U.G. FACIL. W. LMTD CVR.	C.Y.	456.00	\$95	\$43,320
JB 710.1	REM. OF ABND. UTILITY STEEL/CAST IRON PIPE, UP TO & INCL. 12" DIAM. PIPES	L.F.	400.00	\$12	\$4,800
JB 711	USE SHEETING LINE AS FORM	L.F.	53.00	\$6	\$318
JB 900	EXTRA UTILITY WORK ALLOWANCE	FS.	1.00	\$736,478	\$736,478
				<b>TOTAL</b>	<b>\$5,646,329</b>

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A - RECONSTRUCTION OF BROADWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE 2)	EA.
	At the following locations:	
	LIBERTY ST. E/O BROADWAY	
	Total quantity for JB 100.2 = 1.00	
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE 3)	EA.
	At the following locations:	
	LIBERTY ST. E/O BROADWAY	
	Total quantity for JB 100.3 = 1.00	
JB 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE 4)	EA.
	At the following locations:	
	LIBERTY ST. E/O BROADWAY	
	Total quantity for JB 100.4 = 1.00	
JB 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE 1)	EA.
	At the following locations:	
	INT. OF BROADWAY & WALL ST.	
	BROADWAY BET. WALL ST. & PINE ST.	
	INT. OF BROADWAY & PINE ST.	
	PINE ST. E/O BROADWAY	
	INT. OF BROADWAY & THAMES ST.	
	BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.	
	Total quantity for JB 108.1 = 10.00	
JB 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE 2)	EA.
	At the following locations:	
	BROADWAY BET. RECTOR ST. & WALL ST.	
	INT. OF BROADWAY & WALL ST.	
	BROADWAY BET. WALL ST. & PINE ST.	
	INT. OF BROADWAY & PINE ST.	
	BROADWAY BET. PINE ST. & THAMES ST.	
	INT. OF BROADWAY & THAMES ST.	
	BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.	
	Total quantity for JB 108.2 = 9.00	
JB 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE 3)	EA.
	At the following locations:	
	BROADWAY BET. RECTOR ST. & WALL ST.	
	INT. OF BROADWAY & WALL ST.	

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK****SUPPORT & PROTECTION****HMMWTCA6A - RECONSTRUCTION OF BROADWAY****BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.****BOROUGH OF MANHATTAN**

BROADWAY BET. WALL ST. &amp; PINE ST.

INT. OF BROADWAY &amp; PINE ST.

BROADWAY BET. PINE ST. &amp; THAMES ST.

INT. OF BROADWAY &amp; THAMES ST.

BROADWAY BET. MAIDEN LANE / CORTLANDT ST. &amp; JOHN ST. / DEY ST.

Total quantity for JB 108.3 = 7.00

JB 108.4 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4) EA.

At the following locations:

BROADWAY BET. PINE ST. &amp; THAMES ST.

BROADWAY BET. CEDAR ST. &amp; LIBERTY ST.

BROADWAY BET. MAIDEN LANE / CORTLANDT ST. &amp; JOHN ST. / DEY ST.

Total quantity for JB 108.4 = 3.00

JB 108.5 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .5) EA.

At the following locations:

BROADWAY BET. LIBERTY ST. &amp; MAIDEN LANE / CORTLANDT ST.

Total quantity for JB 108.5 = 1.00

JB 109.1 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1) EA.

At the following locations:

INT. OF BROADWAY &amp; WALL ST.

INT. OF BROADWAY &amp; PINE ST.

INT. OF BROADWAY &amp; MAIDEN LANE / CORTLANDT ST.

INT. OF BROADWAY &amp; JOHN ST. / DEY ST.

INT. OF BROADWAY &amp; VESEY ST. / ANN ST.

Total quantity for JB 109.1 = 15.00

JB 109.2 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2) EA.

At the following locations:

INT. OF BROADWAY &amp; WALL ST.

INT. OF BROADWAY &amp; PINE ST.

BROADWAY BET. CEDAR ST. &amp; LIBERTY ST.

INT. OF BROADWAY &amp; LIBERTY ST.

INT. OF BROADWAY &amp; MAIDEN LANE / CORTLANDT ST.

INT. OF BROADWAY &amp; JOHN ST. / DEY ST.

Total quantity for JB 109.2 = 12.00

JB 109.3 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3) EA.

At the following locations:

INT. OF BROADWAY &amp; WALL ST.

BROADWAY BET. CEDAR ST. &amp; LIBERTY ST.

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTC6A - RECONSTRUCTION OF BROADWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.  
 INT. OF BROADWAY & JOHN ST. / DEY ST.  
 INT. OF BROADWAY & VESEY ST. / ANN ST.

Total quantity for JB 109.3 = 9.00

JB 109.4 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE 4) EA.

At the following locations:

INT. OF BROADWAY & LIBERTY ST.  
 INT. OF BROADWAY & MAIDEN LANE / CORTLANDT ST.  
 INT. OF BROADWAY & JOHN ST. / DEY ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.

Total quantity for JB 109.4 = 5.00

JB 109.5 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE 5) EA.

At the following locations:

INT. OF BROADWAY & MAIDEN LANE / CORTLANDT ST.  
 INT. OF BROADWAY & JOHN ST. / DEY ST.

Total quantity for JB 109.5 = 2.00

JB 200 EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES L.F.

At the following locations:

LIBERTY ST. E/O BROADWAY

Total quantity for JB 200 = 25.00

JB 226 INSTALLATION OF CATCH BASINS WITH INTERFERENCES EA.

At the following locations:

LIBERTY ST. E/O BROADWAY

Total quantity for JB 226 = 1.00

JB 300.0 SPECIAL CARE EXCAVATION & BACKFILLING C.Y.

At the following locations:

BROADWAY BET. WALL ST. & PINE ST.  
 BROADWAY BET. PINE ST. & THAMES ST.  
 BROADWAY BET. JOHN ST. / DEY ST. & FULTON ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.

Total quantity for JB 300.0 = 156.00

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A - RECONSTRUCTION OF BROADWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

**JB 330T1**      **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:

BROADWAY BET. RECTOR ST. & WALL ST.  
 BROADWAY BET. WALL ST. & PINE ST.  
 INT. OF BROADWAY & THAMES ST.  
 BROADWAY BET. CEDAR ST. & LIBERTY ST.  
 BROADWAY BET. LIBERTY ST. & MAIDEN LANE / CORTLANDT ST.  
 BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.  
 INT. OF BROADWAY & JOHN ST. / DEY ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.

Total quantity for      JB 330T1      =      615.00

**JB 400**      **TEST PITS**      **C.Y.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE ECS REPRESENTATIVE

Total quantity for      JB 400      =      40.00

**JB 401.0**      **TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES**      **C.Y.**

At the following locations:

BROADWAY BET. RECTOR ST. & WALL ST.  
 BROADWAY BET. WALL ST. & PINE ST.  
 BROADWAY BET. PINE ST. & THAMES ST.  
 INT. OF BROADWAY & CEDAR ST.  
 BROADWAY BET. CEDAR ST. & LIBERTY ST.  
 INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. LIBERTY ST. & MAIDEN LANE / CORTLANDT ST.  
 BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.

Total quantity for      JB 401.0      =      2125.00

**JB 401AT**      **SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT**      **C.Y.**

At the following locations:

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY ECS REP.

Total quantity for      JB 401AT      =      335.00

**JB 402T.1A**      **EXIST. CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. W. CONCR. ENCSMNT.**      **L.F.**

At the following locations:

BROADWAY BET. RECTOR ST. & WALL ST.  
 INT. OF BROADWAY & WALL ST.

EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORKSUPPORT & PROTECTIONHMMWTCA6A - RECONSTRUCTION OF BROADWAYBROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.BOROUGH OF MANHATTAN

BROADWAY BET. WALL ST. & PINE ST.  
 INT. OF BROADWAY & PINE ST.  
 BROADWAY BET. PINE ST. & THAMES ST.  
 INT. OF BROADWAY & CEDAR ST.  
 BROADWAY BET. CEDAR ST. & LIBERTY ST.  
 INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. LIBERTY ST. & MAIDEN LANE / CORTLANDT ST.  
 INT. OF BROADWAY & MAIDEN LANE / CORTLANDT ST.  
 BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.  
 INT. OF BROADWAY & JOHN ST. / DEY ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.

Total quantity for JB 402T.1A = 30,201.00

JB 402T.2 EXIST. NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.

L.F.

At the following locations:

INT. OF BROADWAY & WALL ST.  
 BROADWAY BET. PINE ST. & THAMES ST.  
 INT. OF BROADWAY & CEDAR ST.  
 BROADWAY BET. CEDAR ST. & LIBERTY ST.  
 INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.

Total quantity for JB 402T.2 = 2065.00

JB 403.0 PLACING STEEL PROTECTION PLATES FOR UTILITIES

S.F.

At the following locations:

INT. OF BROADWAY & RECTOR ST.  
 BROADWAY BET. RECTOR ST. & WALL ST.  
 INT. OF BROADWAY & WALL ST.  
 BROADWAY BET. WALL ST. & PINE ST.  
 INT. OF BROADWAY & PINE ST.  
 BROADWAY BET. PINE ST. & THAMES ST.  
 INT. OF BROADWAY & THAMES ST.  
 BROADWAY BET. THAMES ST. & CEDAR ST.  
 INT. OF BROADWAY & CEDAR ST.  
 BROADWAY BET. CEDAR ST. & LIBERTY ST.  
 INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. LIBERTY ST. & MAIDEN LANE / CORTLANDT ST.  
 INT. OF BROADWAY & MAIDEN LANE / CORTLANDT ST.  
 BROADWAY BET. MAIDEN LANE / CORTLANDT ST. & JOHN ST. / DEY ST.  
 INT. OF BROADWAY & JOHN ST. / DEY ST.  
 BROADWAY BET. JOHN ST. / DEY ST. & FULTON ST.  
 BROADWAY BET. FULTON ST. & VESEY ST. / ANN ST.  
 INT. OF BROADWAY & VESEY ST. / ANN ST.

Total quantity for JB 403.0 = 17,528.00

**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A - RECONSTRUCTION OF BROADWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

**JB 410.2      TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME OVER 20%, UP TO AND INCLUDING 40%, WITH MAXIMUM TRENCH DEPTHS LESS THAN FIVE FEET.      C.Y.**

At the following locations:

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY ECS REP.

Total quantity for      JB 410.2      =      92.00

**JB 410.3      TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME OVER 40%, UP TO AND INCLUDING 60%, WITH MAXIMUM TRENCH DEPTHS LESS THAN FIVE FEET.      C.Y.**

At the following locations:

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY ECS REP.

Total quantity for      JB 410.3      =      1490.00

**JB 410.5      TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME UP TO AND INCLUDING 20%, WITH MAXIMUM TRENCH DEPTHS EQUAL TO OR GREATER THAN FIVE FEET.      C.Y.**

At the following locations:

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY ECS REP.

Total quantity for      JB 410.5      =      118.00

**JB 410.6      TRENCH EXCAVATION WITH AN AVERAGE AREA OCCUPIED BY UTILITIES HAVING A TOTAL VOLUME OVER 20%, UP TO AND INCLUDING 40%, WITH MAXIMUM TRENCH DEPTHS EQUAL TO OR GREATER THAN      C.Y.**

At the following locations:

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY ECS REP.

Total quantity for      JB 410.6      =      535.00

**JB 450.1      CONSTRUCTION FIELD SUPPORT - SURVEY CREW      Crhrs.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE ECS REPRESENTATIVE

Total quantity for      JB 450.1      =      80.00

**JB 450.2      CONSTRUCTION FIELD SUPPORT - SMALL CREW      Crhrs.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE ECS REPRESENTATIVE

Total quantity for      JB 450.2      =      1648.00

EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK  
SUPPORT & PROTECTION  
HMMWTCA6A - RECONSTRUCTION OF BROADWAY  
BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.  
BOROUGH OF MANHATTAN

JB 450.3 CONSTRUCTION FIELD SUPPORT - MEDIUM CREW

Crhrs.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE ECS REPRESENTATIVE

Total quantity for JB 450.3 = 824.00

JB 500 RMVL. OF ABNDND MASONRY FOR ELEC. AND TEL. CONDUITS NON-CONC. ENCS

L.F.

At the following locations:

BROADWAY BET. WALL ST. & PINE ST.  
 INT. OF BROADWAY & PINE ST.  
 BROADWAY BET. PINE ST. & THAMES ST.  
 INT. OF BROADWAY & THAMES ST.  
 BROADWAY BET. THAMES ST. & CEDAR ST.  
 INT. OF BROADWAY & CEDAR ST.

Total quantity for JB 500 = 1100.00

JB 636 EE ADJUSTMENT OF UTILITY HARWARE (34" TO UNDER 41" WIDTH)

EA.

At the following locations:

INT. OF BROADWAY & RECTOR ST.  
 INT. OF BROADWAY & WALL ST.  
 BROADWAY BET. WALL ST. & PINE ST.  
 INT. OF BROADWAY & PINE ST.  
 INT. OF BROADWAY & CEDAR ST.  
 INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. LIBERTY ST. & MAIDEN LANE / CORTLANDT ST.  
 INT. OF BROADWAY & CORTLANDT ST.  
 INT. OF BROADWAY & MAIDEN LANE  
 INT. OF BROADWAY & JOHN ST.  
 INT. OF BROADWAY & DEY ST.  
 INT. OF BROADWAY & VESEY ST.  
 INT. OF BROADWAY & PARK ROW  
 INT. OF BROADWAY & ANN ST.

Total quantity for JB 636 EE = 30.00

JB 700.0 SPECIAL MOD. OF WORK MTHDS TO ACCOM./PROTECT U.G. FACIL. W. LMTD CVR.

C.Y.

At the following locations:

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY ECS REP.

Total quantity for JB 700.0 = 456.00



**EMPIRE CITY SUBWAY JOINT BIDDING SCOPE OF WORK**  
**SUPPORT & PROTECTION**  
**HMMWTCA6A - RECONSTRUCTION OF BROADWAY**  
**BROADWAY FROM RECTOR STREET TO VESEY ST. / ANN ST.**  
**BOROUGH OF MANHATTAN**

**JB 710.1      REM. OF ABND. UTILITY STEEL/CAST IRON PIPE, UP TO & INCL. 12" DIAM. PIPES** **L.F.**

At the following locations:

INT. OF BROADWAY & CEDAR ST.  
 BROADWAY BET. CEDAR ST. & LIBERTY ST.

Total quantity for      JB 710.1      =      400.00

**JB 711      USE SHEETING LINE AS FORM** **L.F.**

At the following locations:

BROADWAY BET. WALL ST. & PINE ST.  
 INT. OF BROADWAY & LIBERTY ST.  
 BROADWAY BET. LIBERTY ST. & MAIDEN LANE  
 INT. OF BROADWAY & DEY ST.

Total quantity for      JB 711      =      53.00

**JB 900      EXTRA UTILITY WORK ALLOWANCE** **F.S.**

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE ECS REPRESENTATIVE

Total quantity for      JB 900      =      1.00

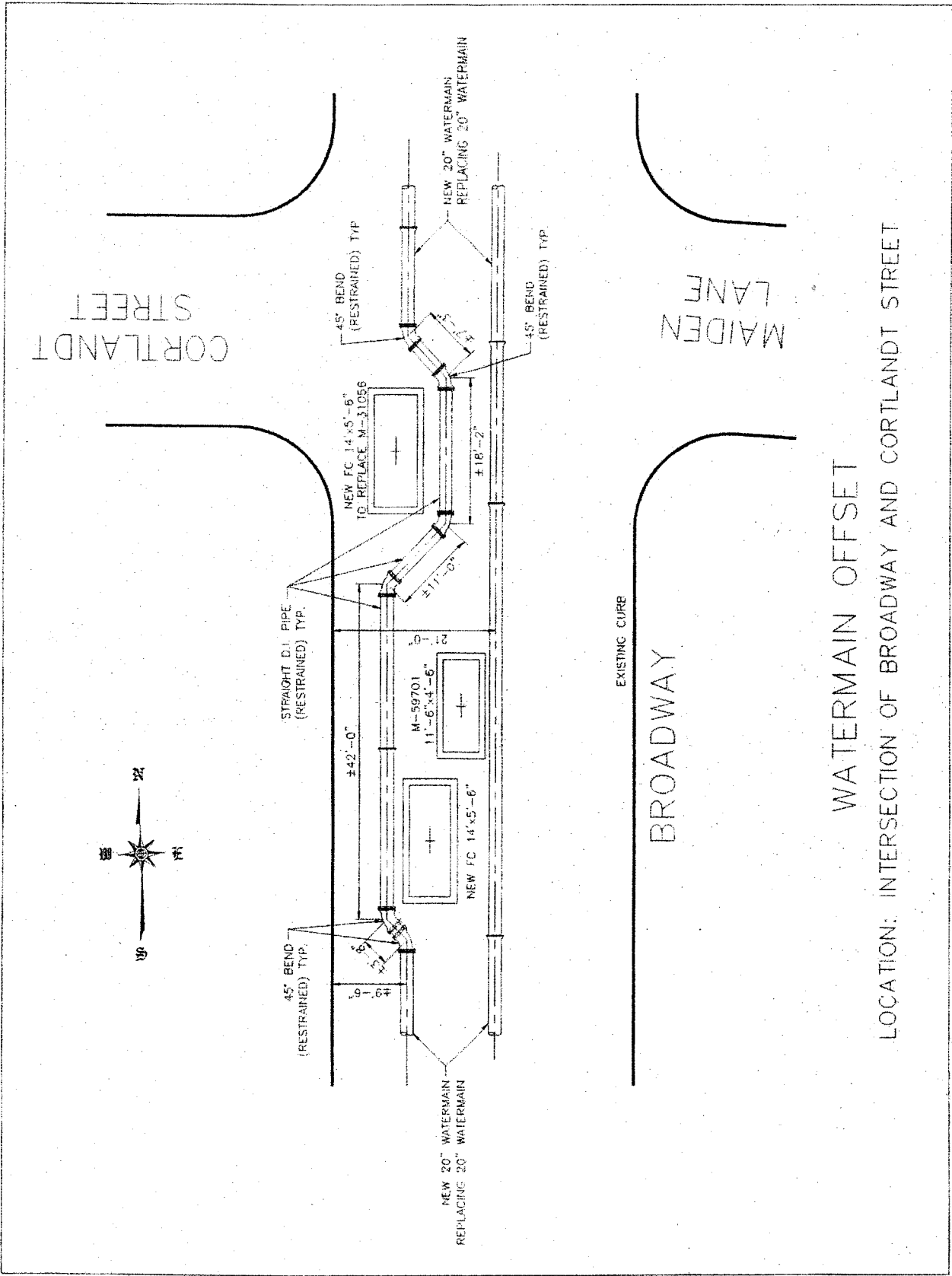
**FOR INFORMATION ONLY**  
**ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE**  
**TIME WARNER CABLE OF NEW YORK CITY**  
**HMMWTCA6A**  
**Reconstruction of Broadway Phase 1**  
**Borough of Manhattan**

JB ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER	EA	2	\$600.00	\$1,200.00
JB 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER	EA	3	\$1,000.00	\$3,000.00
JB 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	SF	236	\$4.00	\$944.00
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	CY	46	\$75.00	\$3,450.00
JB 900	EXTRA UTILITY WORK COSTS ALLOWANCE	FS	1	\$1,289.	\$1,289.
				<b>TOTAL</b>	<b>\$9,883.</b>

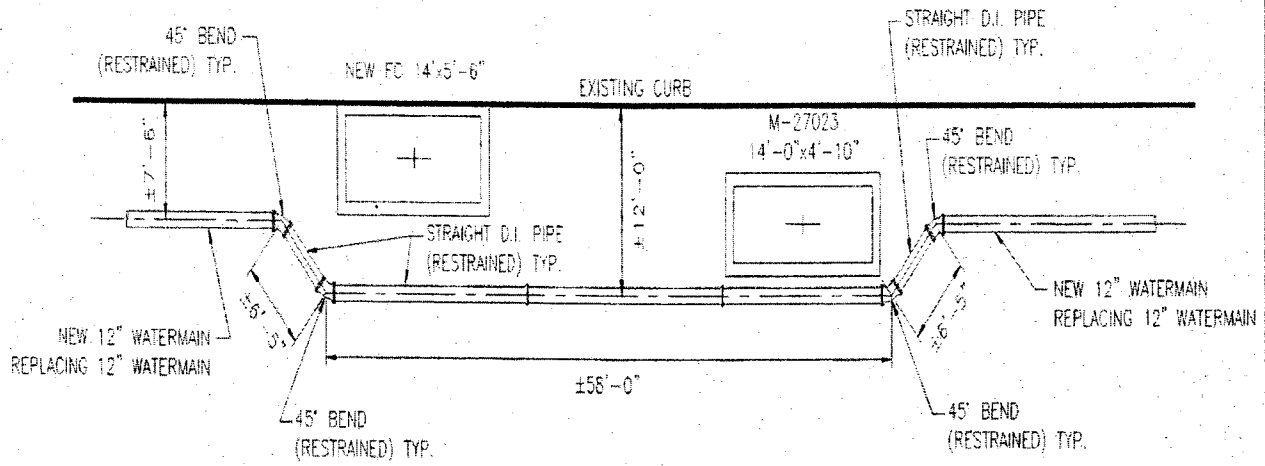
**TIME WARNER CABLE  
SUPPORT & PROTECTION  
HMMWTCA6A  
Reconstruction of Broadway Phase 1  
Borough of Manhattan**

<b>JB 108.1</b>	<b>UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO &amp; INCLUDING 12" DIAMETER</b>	<b>EA</b>
	At the following locations:	
	W/S Broadway s/o Dey Street	1
	Intersection of Broadway & Vesey	1
	Total quantity for JB 108.1	2
<b>JB 109.1</b>	<b>UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER</b>	<b>EA</b>
	At the following locations:	
	Intersection of Broadway & Vesey	2
	SEC Broadway & Ann Street	1
	Total quantity for JB 109.1	3
<b>JB 403</b>	<b>PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES</b>	<b>SF</b>
	At the following locations:	
	SWC Broadway & Rector Street	20
	NWC Broadway & Cedar Street	26
	Cortlandt Street w/o Broadway	11
	W/S Broadway s/o Dey Street	112
	SWC Broadway & Vesey Street	10
	Intersection of Broadway & Vesey Street	57
	Total quantity for JB 403	236
<b>JB 700</b>	<b>SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER</b>	<b>CY</b>
	At the following locations:	
	SWC Broadway & Rector Street	6
	NWC Broadway & Cedar Street	4
	Cortlandt Street w/o Broadway	3
	W/S Broadway s/o Dey Street	15
	SWC Broadway & Vesey Street	1
	Intersection of Broadway & Vesey Street	17
	Total quantity for JB 700	46
<b>JB 900</b>	<b>EXTRA UTILITY WORK COSTS ALLOWANCE</b>	<b>FS</b>
	Total quantity for JB 900	1

# SKETCHES



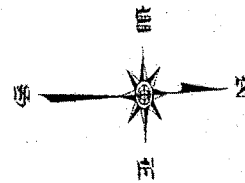
WATERMAIN OFFSET  
LOCATION: INTERSECTION OF BROADWAY AND CORTLANDT STREET



BROADWAY

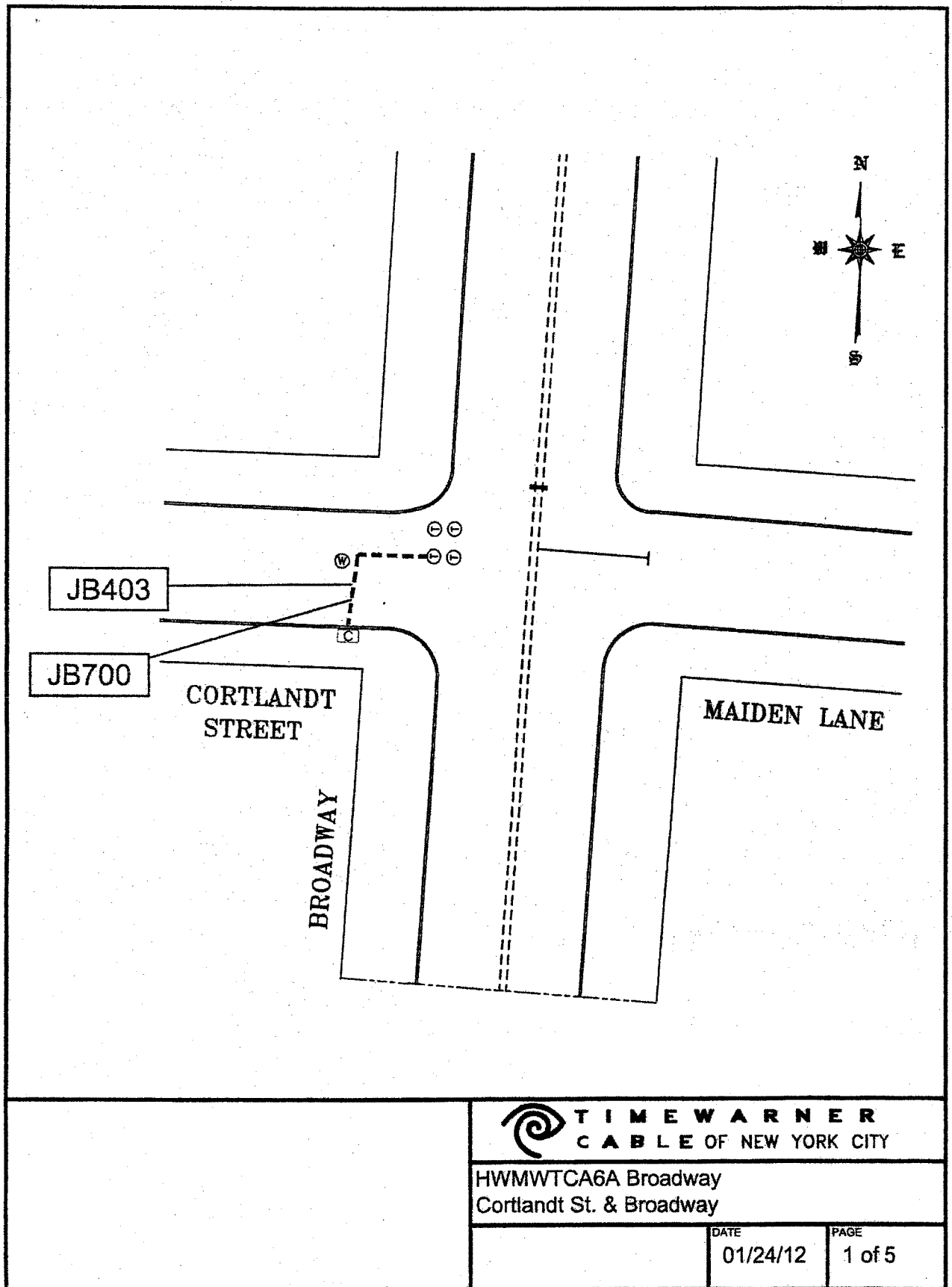
PINE STREET

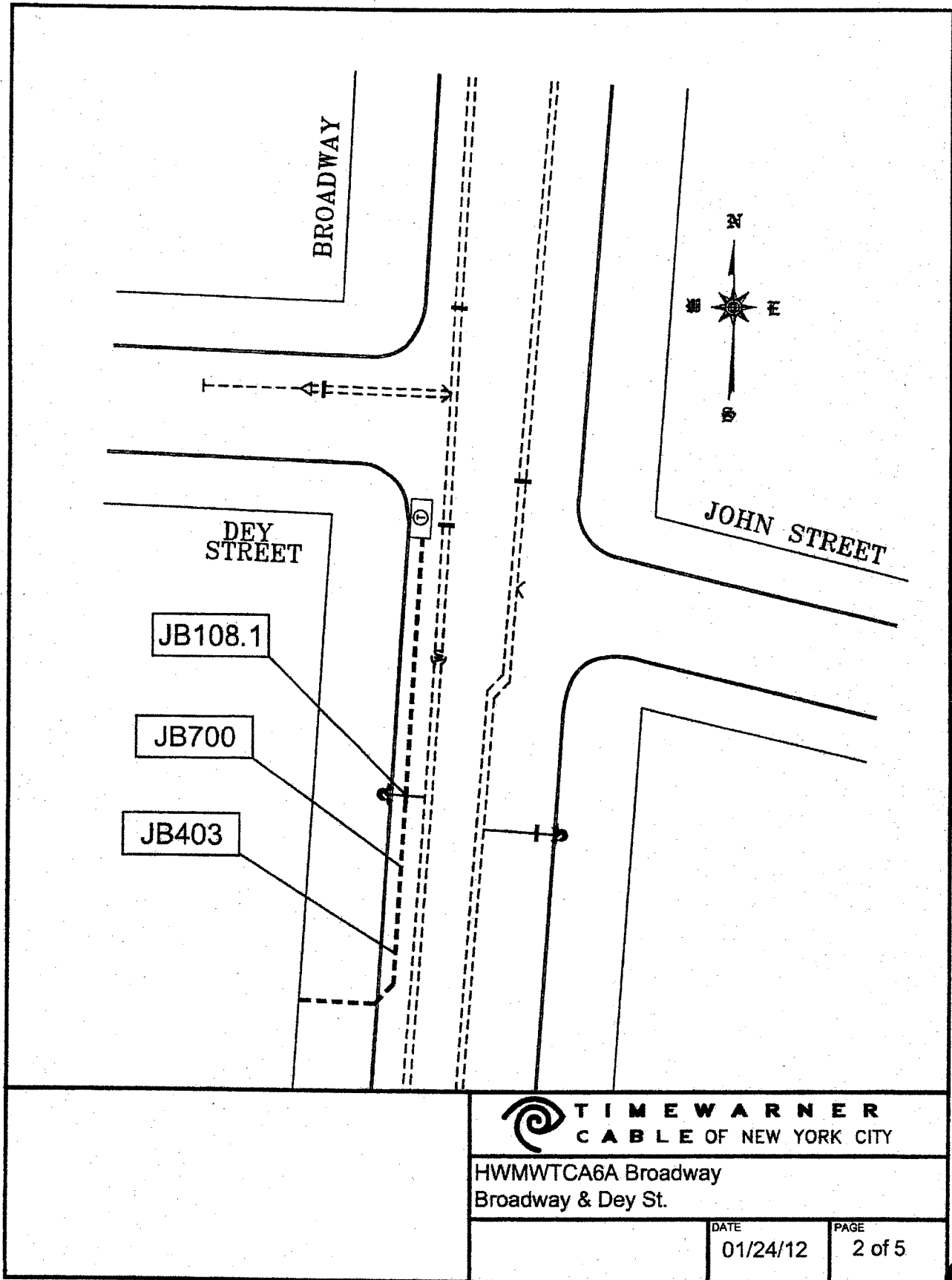
EXISTING CURB



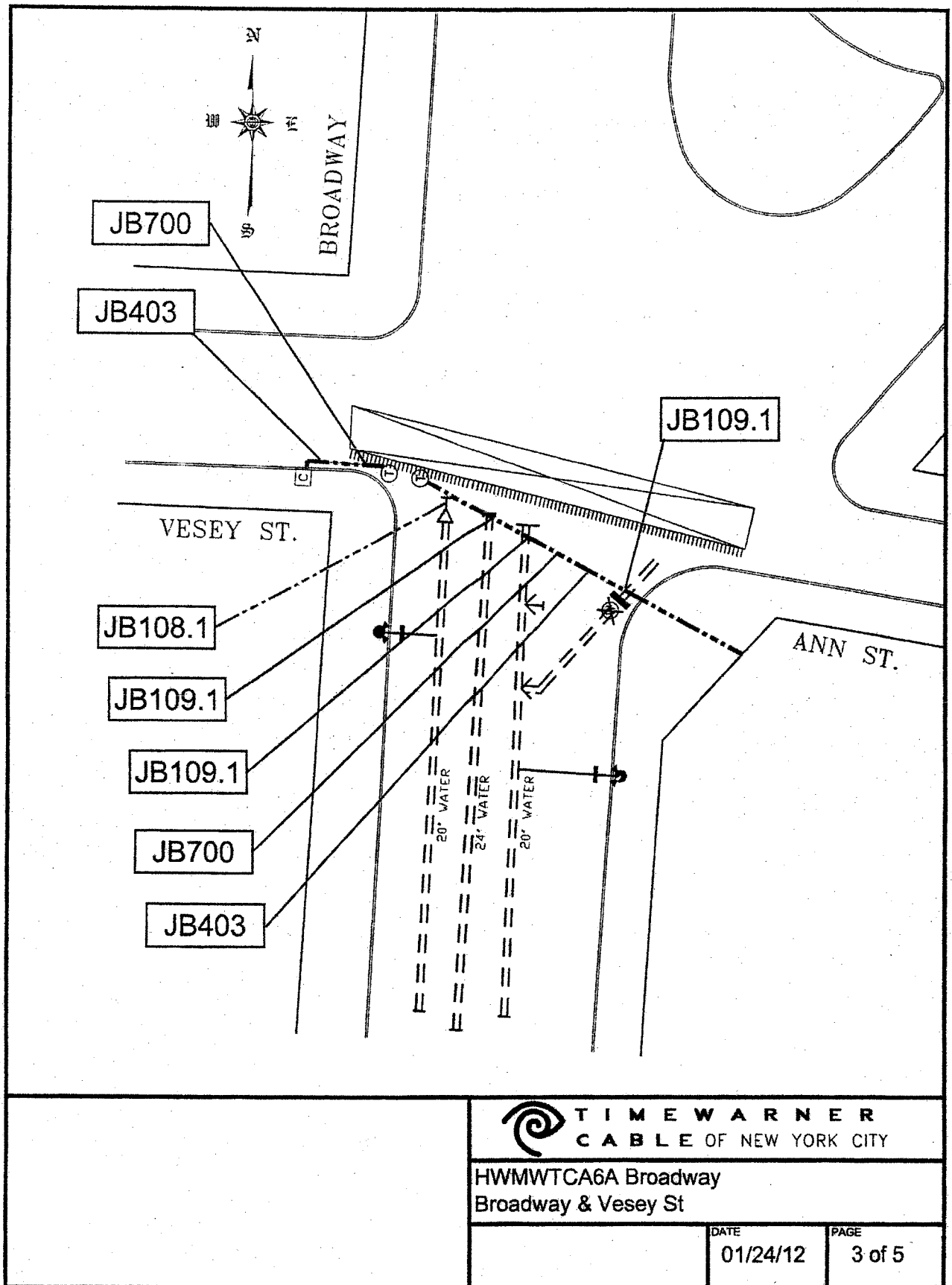
WATERMAIN OFFSET

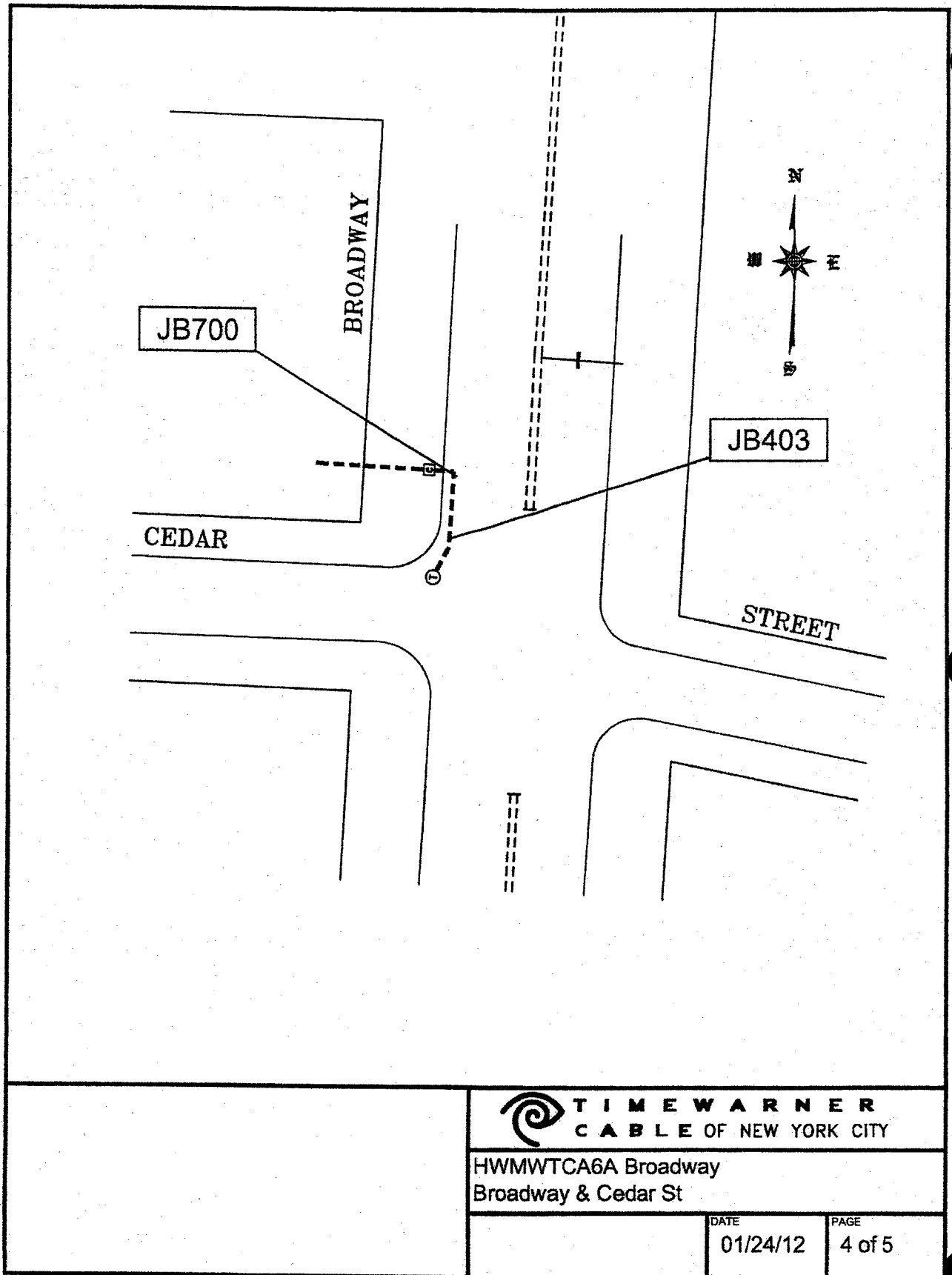
LOCATION: WEST INTERSECTION OF BROADWAY AND PINE STREET

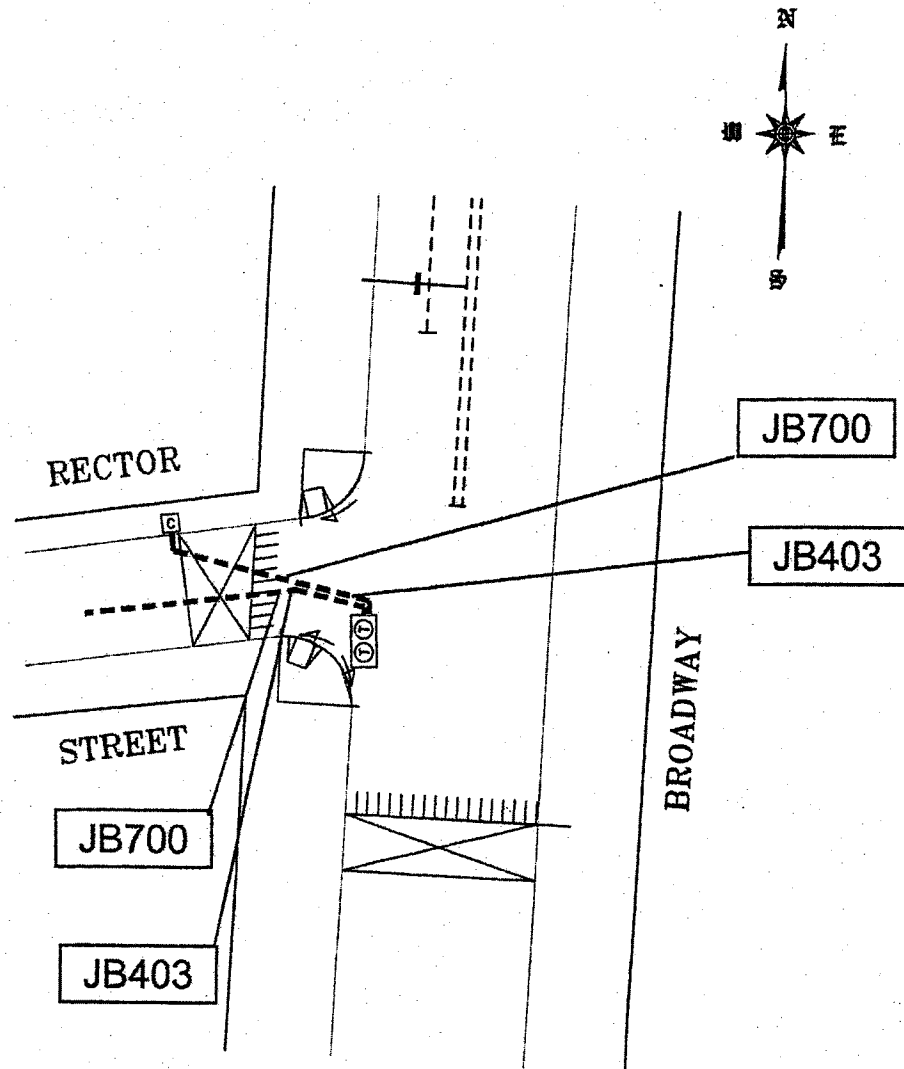












**TIME WARNER**  
**CABLE OF NEW YORK CITY**

HWMWTCA6A Broadway  
Broadway & Rector St

DATE  
01/24/12

PAGE  
5 of 5

END OF ADDENDUM NO. 5

This Addendum consists of One Hundred and Twenty (120) pages  
And Thirteen (14) Sheets of Joint Bid Contract Drawing.





**INFRASTRUCTURE DIVISION  
BUREAU OF DESIGN**

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**VOLUME 3 OF 3**

PROJECT ID: HMMWTCA6A

RECONSTRUCTION OF BROADWAY  
PHASE I

FROM RECTOR STREET TO ANN STREET

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,  
TRAFFIC SIGNAL, AND PRIVATE UTILITIES WORK

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

---

*Contractor.*

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

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