



**Department of
Design and
Construction**

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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
SWA/BALSLEY

June 4, 2018

NYS DOT PIN X773.30
Fed. Aid Project No.



9-010



Lorraine Grillo
Commissioner

Jamie Torres-Springer
First Deputy Commissioner

Justin Walter
Chief Administrative Officer
Administration

Nicholas Mendoza
Agency Chief Contracting Officer

Lorraine Holley
Deputy ACCO

March 12, 2019

CERTIFIED MAIL - RETURN RECEIPT REQUEST

JLJ IV ENTERPRISES INC.
213-19 99TH AVENUE
QUEENS VILLAGE, NY 11429

RE: FMS ID: HWPLZ004X
E-PIN: 85018B0122001
DDC PIN: 8502017HW0041C
RECONSTRUCTION OF MORRISON
AVENUE PLAZA, BOROUGH OF THE
BRONX
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$5,958,447.50 submitted at the bid opening on November 29, 2018. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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



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

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

Sincerely,

A handwritten signature in blue ink, reading "Lorraine Holley", is positioned above the printed name and title.

Lorraine Holley
Deputy ACCO

Notices to Bidders

Pre-Bid Questions (PBQs)

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

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

Apprenticeship Program

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

Please be advised that, pursuant to the authority granted to the City under Labor Law §816-b, the New York City Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

Notices to Bidders

PASSPort Disclosure Filing

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

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

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

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

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

Notices to Bidders

NYC Construction Loan Pilot Program

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

Under this initiative, loans are available for early stage mobilization needs such as insurance, labor, supplies and equipment. Bidders are strongly encouraged to visit "Growing Your Business" at www.nyc.gov/nycbusiness to learn more about the loan or contact 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.

FHWA FUNDED PROJECT

NOTICE TO BIDDERS

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

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

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

ATTACHMENT "J"

MA 2A (03-09-33)
NYCDOT

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. HWPL2004X

I, Michael F. Corvay, being duly sworn, certifies that,
(PRESIDENT OF AUTHORIZED OFFICIAL)

except as noted herein, ILTIV ENTERPRISES, INC. 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 F. Corvay
(PRINT NAME)
President
(TITLE)

[Signature]
(SIGNATURE)
12/3/18
(DATE)

Subscribed and sworn to before me this 3rd day of December, 2018.

Carolyn P. Quinn
12/3/18



DBE SCHEDULE OF UTILIZATION

See Below

[illegible]

Wm. H. Jones.

2/28/19

DISADVANTAGE BUSINESS ENTERPRISE UTILIZATION GOALS

**For
Federal Transit Administration Projects**

New York City Department of Transportation

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

Disadvantaged Business Enterprise Utilization Goal 13%

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

Disadvantaged Business Enterprise Officer

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

Bidder-Designated DBE Officer: DAVID PALLANT, Project Mgr.
(Name, Title)

Telephone: 718-465-5600

Fax Number: 718-465-5700

E-Mail Address: dpallant@jiv.com

RETURN THIS PAGE WITH BID

Appendix A

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date 11/28/18

Signature [Signature]

Company Name JLT IV ENTERPRISES, INC.

Title PROJECT MANAGER

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date 11/28/18

Signature [Signature]

Company Name JLT IV ENTERPRISES, INC.

Title PROJECT MANAGER

Appendix A1

DISCLOSURE OF LOBBYING ACTIVITIES

I Michael Corvini, Pres. Mgr. hereby certifies on behalf of JLT IV ENTERPRISES, Inc.
name and title of company representative name of company

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that shall certify and disclose accordingly.

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

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

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

Michael F. Corvini Signature of Contractor's Authorized Official

Michael F. Corvini, Pres. Mgr. Name and Title of Contractor's Authorized Official

11/28/18 Date

Appendix A2

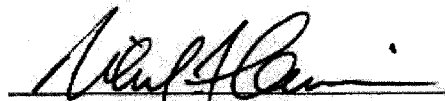
**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The Contractor SLT IV ENTERPRISES, Inc., certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide the City with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to the City.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, SLT IV ENTERPRISES, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



Signature and Title of Authorized Official Maria F. Cervoni, Asst. Mgr.

Date

11/28/11

**DESIGNATION OF AFFIRMATIVE ACTION REPRESENTATIVES
BY CONTRACTORS/SUBCONTRACTORS**

In accordance with Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) Utilization participation requirements of the New York City Department of Transportation contract identified below, the following information shall be furnished by the contractor and all subcontractors prior to approval to work.

1. Contract No. HWPL2004X 2. County BRX
3. Contractor: ☒ or Subcontractor: ☐
Name SLJ IV ENTERPRISES, INC.
Address 213-19 99th AVENUE
City/State/Zip QUEENS VILLAGE, N.Y. 11429
4. Equal Employment Opportunity Officer:
Name CAROLYN GUINAW
Title CONTROLLER
Address 213-19 99th AVE
City/State/Zip QUEENS VILLAGE, NY 11429
Telephone (718) 465-5600
5. Contract Site Equal Employment Opportunity Representative:
Name PHIL BASSO
Title SUPERINTENDENT
Address 213-19 99th AVE
City/State/Zip QUEENS VILLAGE, NY 11429
Telephone (718) 465-5600
6. Disadvantaged/ Minority/Women's Business Enterprise (D/M/WBE) Officer:
Name DAVID DALLANT
Title PROJECT MANAGER
Address 213-19 99th AVE
City/State/Zip QUEENS VILLAGE, NY 11429
Telephone (718) 465-5600
7. Designation Submission: ☒ Initial ☐ Revised

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
SCHEDULE OF UTILIZATION**

INSTRUCTIONS

1. The low bidder must complete all appropriate sections of this form as a prerequisite to contract award or to any amendment to approved DBE Utilization.
2. For initial contract award, this form must be accompanied by a completed form AAPHC89 (DBE Utilization Worksheet) for each DBE that will be utilized in the contract.
3. For amendment to an approved award this form must be accompanied by a completed form AAP 89 for any DBE that is to be added to the original utilization plan; and/or by a completed form AAP 89-1 (DBE Utilization Worksheet Amendment) for any DBE whose approved utilization is to be changed.
4. Describe DBE Utilization as one of the following:
SC - Subcontract Construction TS - Trucking or Services MS - Materials or Supplies *(60% credit applied for MS)
5. The dollar value of utilization for each DBE is the actual amount to be paid to the DBE, not the contract item bid price.

CONTRACT INFORMATION

CHECK ONE: ☒ **Schedule for Initial Contract Award** Date received in CCU _____
☐ **Schedule for Amending Utilization**

Bidder DLT IV Enterprises, Inc. **Contract No.** H1W012004X
Address 213-19 99th Ave. **Fed. Aid Project No.** _____
Queens Village, NY 11429 **Location (County)** Bronx
Phone (718) 465-5600 **Bid Date** 11/29/18
F.E. ID No. 11-3630755 **Total Amt. Bid \$** 5,958,447.50
DBE Goal 13 % x Total Amt. Bid = \$ 774,598.18

UTILIZATION INFORMATION

DBE UTILIZATION (Firm Name)	Fed. Emp. ID No.	Utilization as (See Instruction 4.)	Dollar Value of Utilization (See Instruction 5.)
<u>Unicorn Construction Ent, Inc.</u>	<u>13-3937291</u>	<u>SC</u>	<u>\$ 482,050.00</u>
<u>Pro-Line Painting Inc</u>	<u>56-2548934</u>	<u>SC</u>	<u>\$ 17,281.80</u>
<u>Bohemia Garden Center, Inc.</u>	<u>11-2849818</u>	<u>SC</u>	<u>\$ 63,652.00</u>
<u>Holbrook Supply Corp.</u>	<u>11-2342292</u>	<u>MS</u>	<u>\$ 201,350.70 (Represent 60% of bid)</u>
<u>POK Commercial Photographs</u>	<u>13-3558282</u>	<u>SC</u>	<u>\$ 10,900.00</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
TOTAL DBE UTILIZATION = \$			775234.58

3/1/19 David Pallas Project Manager
Date **Signature** **Title**

TO BE COMPLETED BY CCU

The Bidder ☐ has ☐ has not demonstrated good faith efforts to secure DBE utilization in satisfaction of the contract goals as required by the contract specifications.

Date: _____

Signature: _____

PRE-AWARD D/M/WBE MATERIAL SUPPLIER COMMITMENT INFORMATION

A Low Bidder that submits a D/M/WBE Utilization Pre-Award Package that includes amount(s) for Material Supply must complete this form to show how the commitment amount was determined.

Contract D H4P12004x Bronx County

Material Supplier: Holbrook Pipe Supply, Inc.

Address: 790 Grundy Ave. Holbrook, NY 11741

Material Work Code / Type of Material: _____ / _____

Associated Contract Pay Item (3 digit core as a minimum): _____

Commitment Amount:

\$ 201,350.78 (Represents 60% of total)

Are these Item(s) ☐ Stockpiled or ☐ Special Ordered?

If Special Order, does the Manufacturer also sell these items on a retail basis? ☐ Yes ☐ No

Will the Materials be delivered to the Contract site?

☐ Yes ☐ No

If Yes, who will deliver the Materials?

☒ Material Supplier ☐ Manufacturer ☐ Delivery / Mail Service

Who will pay for Materials / Supplies?

☒ Contractor

☐ _____

Who negotiated the cost of the Supplies? ☒ Contractor

☐ _____

Notes / Comments:

CITY OF NEW YORK

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

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

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

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

BID BOOKLET

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

SPECIAL NOTICE TO BIDDERS – FEDERALLY FUNDED CONTRACTS (Revised 11-2016)

BID SUBMISSION REQUIREMENTS

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

1. Bid Schedule and Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1 on Page A-1)
3. Debarment History Certification (See Page TF-J1 in the TF-Pages)
4. DBE Schedule of Utilization (See Page TF-D6 in the TF-Pages)

**FAILURE TO SUBMIT ITEMS (1) THROUGH (4)
WILL RESULT IN THE DISQUALIFICATION OF THE BID.**

5. Safety Questionnaire
6. Construction Employment Report (if bid is \$1,000,000 or more)
7. Contract Certificate (if bid is less than \$1,000,000)
8. Confirmation of Vendex Compliance
9. Bidder's Certification of Compliance with Iran Divestment Act
10. Special Experience Requirements (if applicable)
11. Apprenticeship Program Questionnaire (if applicable)
12. Disclosure of Lobbying Activities (if applicable) (See Page TF-J4 in the TF-Pages)
13. Any addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT ITEMS (5) THROUGH (13)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

NOTES:

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET, except forms for items (3), (4) and (12) which are in the TF-Pages as noted above.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601), by fax (718-391-2627), or via email (CSB_projectinquiries@ddc.nyc.gov).
- (3) **VENDEX QUESTIONNAIRES:** The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 3a, 3b, and 4 of this Bid Booklet.

SPECIAL NOTICE TO BIDDERS

SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2014)

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

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

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

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

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

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

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

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

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

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

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

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

- **Pile, CFA Pile, and/or Mini-Pile Work:** The entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

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

- **Construction Report, Monitoring And Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations And Movements And Post-Construction Report Work:** The entity that will perform the Construction Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

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

- ☐ **OTHER:** _____

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

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

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

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

- Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of at least six (6) months, or from the inception of the bidding entity.
- The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

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

Qualification Form

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

Name of Contractor: JUN Enter prizes INC.

Name of Project: RECONSTRUCTION OF EAST HOUSTON ST HWY 2019

Location of Project: MANHATTAN NY.

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

Name: Dept OF DESIGN AND CONSTRUCTION ASWIN PATEL
Title: ELC Phone Number: 212 387 0880

Brief description of the Project completed or the Project in progress: TRUNK WATER MAIN
20" 12" 8" DUCTILE WATER MAIN SEWER WORK CATCH BASIN
CHOK CONNECTIONS CURB + SIDEWALK STREET LIGHT TRAFFIC WORK

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

Amount of Contract, Subcontract or Sub-subcontract: 54,000,000

Start Date and Completion Date: JUNE 2018 to DEC 2018

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____
Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWPLZ004X
PIN: 8502017HW0041C

Description and Location of Work:

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF THE BRONX
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, 2018**

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, 2018

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: 718-391-2627
Email: CSB_projectinquiries@ddc.nyc.gov**

LIST OF CONTRACT DRAWINGS		
SHEET NUMBER	DRAWING NUMBER	DRAWING TITLE
1	TL1	TITLE SHEET
2	TC1	TABLE OF CONTENTS AND LIST OF STANDARD REFERENCE DRAWINGS
3	L1	LEGEND AND ABBREVIATIONS
4	G1	GENERAL NOTES - I
5	G2	GENERAL NOTES - II
6	G3	NEW YORK CITY TRANSIT GENERAL NOTES
7	SC1	SURVEY CONTROL PLAN
8	TRS1	TYPICAL SECTIONS - 1
9	TRS2	TYPICAL SECTIONS - 2
10	D1	DETAILS - 1
11	H1	HIGHWAY CONSTRUCTION PLAN
12	GD1	GRADING PLAN
13	P1	HIGHWAY PROFILE - 1
14	P2	HIGHWAY PROFILE - 2
15	P3	HIGHWAY PROFILE - 3
16	U1	UTILITY PLAN & PROFILE – WESTCHESTER AVENUE
17	U2	UTILITY PLAN & PROFILE – MORRISON AVENUE
18	U3	UTILITY PLAN & PROFILE – HARROD PLACE
19	U4	UTILITY DETAILS-1
20	U5	UTILITY DETAILS-2
21	U6	UTILITY DETAILS-3
22	U7	UTILITY DETAILS-4
23	PM1	PAVEMENT MARKING AND SIGNAGE PLAN
24	SD1	SIGN DATA SHEET
25	SL1	STREET LIGHTING PLAN
26	TS1	TRAFFIC SIGNAL PLAN
27	LD1	DEMOLITION PLAN
28	LD2	LANDSCAPE/URBAN DESIGN PLAN – 1: SITE PLAN
29	LD3	LANDSCAPE/URBAN DESIGN PLAN – 2: DIMENSION PLAN I
30	LD4	LANDSCAPE/URBAN DESIGN PLAN – 3: DIMENSION PLAN II
31	LD5	LANDSCAPE/URBAN DESIGN PLAN – 4: PLANTING PLAN
32	LD6	LANDSCAPE/URBAN DESIGN PLAN – 5: SITE DETAILS I
33	LD7	LANDSCAPE/URBAN DESIGN PLAN – 6: SITE DETAILS II
34	LD8	LANDSCAPE/URBAN DESIGN PLAN – 7: SITE DETAILS III
35	LD9	LANDSCAPE/URBAN DESIGN PLAN – 8: SITE DETAILS IV
36	LD10	LANDSCAPE/URBAN DESIGN PLAN – 9: SITE DETAILS V
37	TR1	TREE MITIGATION PLAN
38	TR2	TREE MITIGATION SCHEDULE
39	TR3	TREE MITIGATION DETAILS
40	M1	MAINTENANCE AND PROTECTION OF TRAFFIC – GENERAL NOTES (1 OF 2)
41	M2	MAINTENANCE AND PROTECTION OF TRAFFIC – GENERAL NOTES (2 OF 2)
42	M3	MAINTENANCE AND PROTECTION OF TRAFFIC – TEMPORARY TRAFFIC SIGNS AND STORAGE AREA
43	M4	MAINTENANCE AND PROTECTION OF TRAFFIC – STAGE 1
44	M5	MAINTENANCE AND PROTECTION OF TRAFFIC – STAGE 2

SHEET NUMBER	DRAWING NUMBER	DRAWING TITLE
45	M6	MAINTENANCE AND PROTECTION OF TRAFFIC – STAGE 3
46	M7	MAINTENANCE AND PROTECTION OF TRAFFIC – STAGE 4
47	M8	MAINTENANCE AND PROTECTION OF TRAFFIC – STAGE 5
48	M9	MAINTENANCE AND PROTECTION OF TRAFFIC – STAGE 6
49	FD1	FIRE ALARM BASE MAP
50	FD2	FIRE ALARM RELOCATION
51	WD1	NYCDOT WAYFINDING DETAILS – I
52	WD2	NYCDOT WAYFINDING DETAILS – II
53	B-101	RECORD OF BORINGS – I
54	B-102	RECORD OF BORINGS – II
55	B-103	RECORD OF BORINGS – III
56	B-104	RECORD OF BORINGS – IV
57	B-105	RECORD OF BORINGS – V
58	B-106	RECORD OF BORINGS – VI
59	FS1	FDNY STANDARD DRAWING – I
60	FS2	FDNY STANDARD DRAWING – II

LIST OF STANDARD DRAWINGS			
SHEET NUMBER	REVISION DATE	DESCRIPTION	AGENCY
H-1004	07/01/2010	TYPICAL TEMPORARY PEDESTRIAN PASSAGEWAY IN ROADWAY AREA DURING CONSTRUCTION	NYCDOT HIGHWAYS
H-1005	07/01/2010	BUS STOP IN NEW ROADWAY	NYCDOT HIGHWAYS
H-1010	07/01/2010	STEEL FACED CONCRETE CURB STEEL / STEEL FACING TYPE D	NYCDOT HIGHWAYS
H-1011	07/01/2010	SIDEWALK PEDESTRIAN RAMPS	NYCDOT HIGHWAYS
H-1012	07/01/2010	TIMBER CURB	NYCDOT HIGHWAYS
H-1013	07/01/2010	ILLUMINATED TIMBER BARRICADE	NYCDOT HIGHWAYS
H-1014	07/01/2010	TEMPORARY PEDESTRAIN STEEL BARRICADE	NYCDOT HIGHWAYS
H-1033	07/01/2010	TYPICAL RESURFACING ON ASPHALT PAVEMENT AND/OR WEARING COURSE (LESS THAN FULL WIDTH)	NYCDOT HIGHWAYS
H-1034	07/01/2010	TYPICAL CONSTRUCTION JOINTS FOR CONCRETE BASE FOR PAVEMENT	NYCDOT HIGHWAYS
H-1038	07/01/2010	TYPE III BREAKAWAY BARRICADE	NYCDOT HIGHWAYS
H-1040	07/01/2010	TRANSVERSE CONSTRUCTION JOINTS FOR CONCRETE BASE	NYCDOT HIGHWAYS
H-1042A	07/01/2010	STANDARD TRENCH OR HOLE RESTORATION FOR STREETS PROTECTED BY NYC ADMINISTRATIVE CODE 19-144	NYCDOT HIGHWAYS
H-1044	07/01/2010	CONCRETE CURB	NYCDOT HIGHWAYS
H-1045	07/01/2010	CONCRETE SIDEWALK	NYCDOT HIGHWAYS
H-1049	07/01/2010	PLASTIC BARREL	NYCDOT HIGHWAYS
SE15	08/10/2007	STANDARD FOR MANHOLE ON 8" DIA. TO 30" DIA. PIPE SEWERS ON PILES IN WET LOCATIONS	NYCDEP SEWER
SE39	09/15/2008	27" DIAMETER CAST IRON MANHOLE FRAME AND COVER (FOR ACCESS OR CLEANOUT)	NYCDEP SEWER
SE43	08/10/2007	CAST IRON MANHOLE STEP	NYCDEP SEWER
SE47	08/10/2007	STANDARD FOR TYPE 1 CATCH BASIN	NYCDEP SEWER
SE50	08/10/2007	STANDARD FOR DOUBLE CATCH BASIN (WITHOUT CURB PIECE)	NYCDEP SEWER
SE52A & SE52B	08/10/2007	STANDARD FOR PRECAST TYPE 1 CATCH BASIN	NYCDEP SEWER
SE-55A & SE-55B	08/10/2007	STANDARD FOR PRECAST DOUBLE CATCH BASIN	NYCDEP SEWER
SE57	01/30/2009	STANDARD FOR CAST IRON FRAME FOR CATCH BASINS (WITH CURB PIECE)	NYCDEP SEWER
SE59	01/30/2009	CAST IRON GRATING, BACK PLATE AND CURB PIECE FOR CATCH BASINS	NYCDEP SEWER
SE60	01/30/2009	CAST IRON HOOD AND HOOKS FOR CATCH BASINS	NYCDEP SEWER
TCW-1	12/01/2015	TYPICAL PAVEMENT MARKINGS – CROSSWALKS & STOP BARS	NYCDOT TRAFFIC
TSB-1	12/01/2015	TYPICAL PAVEMENT MARKINGS – SPEED BUMPS	NYCDOT TRAFFIC
TSC-1	12/01/2015	TYPICAL PAVEMENT MARKINGS – STRIPING & CROSS HATCHING	NYCDOT TRAFFIC
TAR-1	12/01/2015	TYPICAL PAVEMENT MARKINGS – ARROWS & SYMBOLS	NYCDOT TRAFFIC

SHEET NUMBER	REVISION DATE	DESCRIPTION	AGENCY
TWM-1	12/01/2015	TYPICAL PAVEMENT MARKINGS – WORD MESSAGES	NYCDOT TRAFFIC
13547-B-Z	11/01/2010	WIDE FLANGE MANHOLE HEAD AND COVER	NYCDEP WATER
10240-A-Z	11/01/2010	VALVE BOX SKIRT, CAST IRON	NYCDEP WATER
10241-A-Z	11/01/2010	HYDRANT VALVE BOX, CAST IRON	NYCDEP WATER
11576-A-Z	11/01/2010	FOUNDATIONS FOR VALVE BOXES	NYCDEP WATER
31050-Z	11/01/2010	STANDARD METHODS FOR HYDRANT DRAINAGE	NYCDEP WATER
40868-Z	11/01/2010	SUPPORTS FOR WATER MAINS OVER PIPE CROSSING	NYCDEP WATER
42063-Y	11/01/2010	SHALLOW CROSSINGS FOR WATER MAINS, 24" DIAMETER AND SMALLER	NYCDEP WATER
44292-B-Z	11/01/2010	GRAVEL OR BROKEN STONE BEDDING AND FILTER FABRIC INSTALLATION FOR DUCTILE CAST IRON PIPES	NYCDEP WATER
45161-A-Z	11/01/2010	STANDARD STEEL HYDRANT FENDER	NYCDEP WATER
46464-Z	11/01/2010	METHOD FOR PROTECTING D.I. WATER MAINS WITH SHALLOW (LESS THAN 24") COVER	NYCDEP WATER
48359-Y	11/01/2010	3"-20" STANDARD VALVES WITH VARIOUS END CONNECTIONS	NYCDEP WATER
WM0401	11/01/2010	PAVEMENT EXCAVATION LIMITS FOR PERMANENT RESTORATION STREETS NOT PROTECTED BY N.Y.C. ADM. CODE 19.144, WATER MAINS 20" AND LESS IN DIAMETER	NYCDEP WATER
WM0402	11/01/2010	PAVEMENT EXCAVATION LIMITS FOR PERMANENT RESTORATION STREETS PROTECTED BY N.Y.C. ADM. CODE 19.144, WATER MAINS 20" AND LESS IN DIAMETER	NYCDEP WATER
GI-122	07/19/2017	DIMENSION SCHEDULE FOR VARIABLE SIZE R.O.W. BIOSWALES AND R.O.W. RAIN GARDENS	NYCDEP GREEN INFRASTRUCTURE
GI-206	07/19/2017	STANDARD R.O.W. SECTIONS AND DETAILS	NYCDEP GREEN INFRASTRUCTURE
H-5305	LATEST	FLUSHING MEADOWS PARK POLE	NYCDOT STREET LIGHTING
H-5275	LATEST	CAST PEDESTAL, COLUMN AND CAPITAL	NYCDOT STREET LIGHTING
H-3731	LATEST	PHOTOELECTRIC CONTROL	NYCDOT STREET LIGHTING
J-3179-A	LATEST	SIDEWALK TYPE CONCRETE SERVICE BOX	NYCDOT STREET LIGHTING
J-3179-B	LATEST	ROADWAY TYPE CONCRETE SERVICE BOX	NYCDOT STREET LIGHTING

BID SCHEDULE

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

NOTES:

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

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

BID SCHEDULE

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

(NO FURTHER TEXT ON THIS PAGE)

Contract PIN 8502017HW0041C
Project ID HWPLZ0004X



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

10/15/2018
11:40AM
Ver 5.00.01

BID SCHEDULE

NOTE:

- (1) The Agency may reject a bid if it contains unbalanced bid prices.
An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the several classes of work in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.
Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows: **B-3 through B-66**



10/15/2018

11:40AM

BID PAGES

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

Contract PIN

8502017HW0041C

Project ID

HWPLZ0004X

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.02 AB-R (001)	800.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 1-1/2" THICK	\$ 10	00	\$ 8,000	00
4.02 AG (002)	2,600.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ 20	00	\$ 52,000	00
4.02 CB (003)	270.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ 150	00	\$ 40,500	00
4.04 H (004)	130.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 240	00	\$ 31,200	00

10/15/2018
11:40AM
BID PAGES



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

Contract PIN 8502017HW0041C
Project ID HWPLZ004X

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.04 HA (005)	170.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 6" THICK (HIGH-EARLY STRENGTH)	240	00	\$ 40,800	00
4.04 HD (006)	320.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)	240	00	\$ 76,800	00
4.05 AX (007)	95.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (BUS STOPS)	240	00	\$ 22,800	00
4.05 BX (008)	40.0 C.Y.	HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (FULL WIDTH PAVEMENT)	240	00	\$ 9,600	00

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BID PAGES



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

Contract PIN 8502017HW0041C

Project ID HWPLZ004X

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.06 (009)	2.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ 3,750	00	\$ 7,500	00
4.07 CB (010)	103.0 L.F.	NEW GRANITE CURB, STRAIGHT	\$ 150	00	\$ 15,450	00
4.07 CC (011)	129.0 L.F.	NEW GRANITE CURB, CORNER	\$ 250	00	\$ 32,250	00
4.08 AA (012)	560.0 L.F.	CONCRETE CURB (18" DEEP)	\$ 38	00	\$ 21,280	00

10/15/2018

11:40AM

BID PAGES



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

Contract PIN 8502017HW0041C

Project ID HWPL2004X

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.09 AE (013)	235.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ 57	00	\$ 13,395	00
4.09 AF (014)	220.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	\$ 57	00	\$ 12,540	00
4.09 CE (015)	205.0 L.F.	CORNER STEEL FACED CONCRETE CURB (21" DEEP)	\$ 106	00	\$ 21,730	00
4.11 CA (016)	180.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 10	00	\$ 1,800	00



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502017HW0041C
Project ID HWPLZ004X

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.13 AAS (017)	15,900.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 10	00	\$ 159,000	00
4.13 BAS (018)	3,235.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 13	00	\$ 42,055	00
4.13 CABS (019)	1,870.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 12	00	\$ 22,440	00
4.13 CBBS (020)	150.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED) (SAW CUT TYPE JOINTS)	\$ 18	00	\$ 2,700	00



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			DOLLARS	CTS	DOLLARS	CTS
4.13 DE (021)	450.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$ 20	00	\$ 9,000	00
4.14 (022)	200.0 LBS.	STEEL REINFORCEMENT BARS	\$ 2	00	\$ 400	00
4.14 W (023)	1,000.0 LBS.	WELDED STEEL WIRE FABRIC	\$ 2	00	\$ 2,000	00
4.15 (024)	10.0 C.Y.	TOPSOIL	\$ 92	00	\$ 920	00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.15 SS (025)	33.0 C.Y.	STRUCTURAL SOIL FOUNDATION MATERIAL	\$ 450	00	\$ 14,850	00
4.16 CA (026)	3.0 EACH	TREES PLANTED, 3" TO 3-1/2" CALIPER, ALL TYPES	\$ 1,750	00	\$ 5,250	00
4.16 STUMP (027)	1.0 UNITS	STUMP REMOVAL	\$ 1	00	\$ 1	00
4.17 ACA (028)	113.0 EACH	SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	\$ 125	00	\$ 14,125	00



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			DOLLARS	CTS	DOLLARS	CTS
4.17 APGC (029)	405.0 EACH	PERENNIAL OR GROUND COVERS PLANTED, 4" POT, ALL TYPES	\$ 20	00	\$ 8,100	00
4.17 LS (030)	391.0 EACH	GROUND COVER PLANTED, LIRIOPE SPICATA, 1 QT.	\$ 20	00	\$ 7,820	00
4.17 PG1G (031)	235.0 EACH	PERENNIALS OR GROUND COVERS, PLANTED, 1 GALLON, ALL TYPES	\$ 38	00	\$ 8,930	00
4.18 D (032)	6.0 EACH	MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	\$ 10	00	\$ 60	00



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			DOLLARS	CTS	DOLLARS	CTS
4.18 RDM (033)	32.0 S.Y.	RODENT DETERRENT MESH	\$ 100	00	\$ 3,200	00
4.21 (034)	40.0 P/HR	TREE CONSULTANT	\$ 70	00	\$ 2,800	00
50.41M6C12 (035)	260.0 L.F.	12" D.I.P. CLASS 56 STORM SEWER, ON CONCRETE CRADLE	\$ 3,350	00	\$ 871,000	00
51.21S0B1000V (036)	4.0 EACH	STANDARD MANHOLE TYPE B-1	\$ 21,000	00	\$ 84,000	00

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			DOLLARS	CTS	DOLLARS	CTS
51.23RF (037)	1.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 1,200	00	\$ 1,200	00
51.41D001 (038)	1.0 EACH	STANDARD DOUBLE CATCH BASIN, TYPE 1	\$ 10,800	00	\$ 10,800	00
51.41S001 (039)	7.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 5,000	00	\$ 35,000	00
51.42S1SX (040)	1.0 EACH	INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITHOUT CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	\$ 5,000	00	\$ 5,000	00



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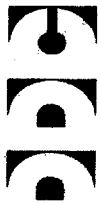
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			DOLLARS	CTS	DOLLARS	CTS
51.71M00000 (041)	1.0 EACH	MODIFICATION OF EXISTING MANHOLE	\$ 10,000	00	\$ 10,000	00
52.11D12 (042)	155.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 250	00	\$ 38,750	00
53.11DR (043)	260.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 10	00	\$ 2,600	00
55.11AB (044)	9.0 EACH	ABANDONING BASINS AND INLETS	\$ 1,700	00	\$ 15,300	00

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			DOLLARS	CTS	DOLLARS	CTS
6.02 AAN (045)	1,486.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 140	00	\$ 208,040	00
6.02 PAA (046)	4,340.0 S.F.	PNEUMATIC AERATION AROUND TREES	\$ 2	50	\$ 10,850	00
6.02 XHEC (047)	325.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ 98	00	\$ 31,850	00
6.02 XSCW (048)	545.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 98	00	\$ 53,410	00



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			DOLLARS	CTS	DOLLARS	CTS
6.09 A (049)	140.0 L.F.	CONCRETE HEADER (8" WIDE X 10" DEEP)	\$ 66	00	\$ 9,240	00
6.22 F (050)	1,000.0 LBS.	ADDITIONAL HARDWARE	\$ 1	00	\$ 1,000	00
6.23 AB (051)	1.0 EACH	REMOVE EXISTING FIRE ALARM POST	\$ 516	00	\$ 516	00
6.23 BA (052)	1.0 EACH	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	\$ 2,650	00	\$ 2,650	00

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			DOLLARS	CTS	DOLLARS	CTS
6.23 BFA (053)	1.0 EACH	FURNISH AND INSTALL FIRE DEPARTMENT 48 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	\$ 3,840	00	\$ 3,840	00
6.23 BGSE (054)	45.0 L.F.	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	\$ 24	00	\$ 1,080	00
6.23 BHE (055)	1.0 EACH	FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	\$ 550	00	\$ 550	00
6.23 BP (056)	1.0 SETS	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	\$ 250	00	\$ 250	00



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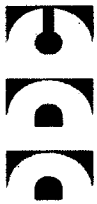
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			DOLLARS	CTS	DOLLARS	CTS
6.23 DC (057)	150.0 L.F.	FURNISH AND INSTALL 10 PAIR FIRE ALARM CABLE	\$ 13	40	\$ 2,010	00
6.25 RS (058)	675.0 S.F.	TEMPORARY SIGNS	\$ 10	00	\$ 6,750	00
6.26 (059)	500.0 L.F.	TIMBER CURB	\$ 15	00	\$ 7,500	00
6.28 AA (060)	250.0 L.F.	LIGHTED TIMBER BARRICADES	\$ 15	00	\$ 3,750	00



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			DOLLARS	CTS	DOLLARS	CTS
6.34 ACTP (061)	330.0 L.F.	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	\$ 36	00	\$ 11,880	00
6.36 DR (062)	2.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ 150	00	\$ 300	00
6.40 C (063)	24.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE C)	\$ 8,000	00	\$ 192,000	00
6.43 D (064)	650.0 SETS	DIGITAL PHOTOGRAPHS	\$ 17	00	\$ 11,050	00



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			DOLLARS	CTS	DOLLARS	CTS
6.44 (065)	8,500.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 1	00	\$ 8,500	00
6.49 (066)	2,660.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 1	00	\$ 2,660	00
6.50 (067)	9.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$ 10	00	\$ 90	00
6.52 FED (068)	1.0 F.S.	UNIFORMED FLAGPERSON PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 212,100.00	\$ 212,100.00		\$ 212,100.00	



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			DOLLARS	CTS	DOLLARS	CTS
6.53 (069)	7,100.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 1	00	\$ 7,100	00
6.55 (070)	587.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ 1	00	\$ 587	00
6.59 PF (071)	80.0 L.F.	TEMPORARY CONCRETE BARRIER WITH FENCE	\$ 80	00	\$ 6,400	00
6.67 (072)	20.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ 30	00	\$ 600	00

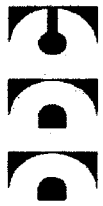


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			DOLLARS	CTS	DOLLARS	CTS
6.68 (073)	100.0 S.Y.	PLASTIC FILTER FABRIC	\$ 6	00	\$ 600	00
6.77 PSR-L32G (074)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR LITTER, 32 GALLON	\$ 4,750	00	\$ 9,500	00
6.77 PSR-MGPC32G (075)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR METAL, GLASS, PLASTIC & CARTONS, 32 GALLON	\$ 4,750	00	\$ 9,500	00
6.77 PSR-MP32G (076)	2.0 EACH	PUBLIC SPACE RECEPTACLE BIN FOR MIXED PAPER, 32 GALLON	\$ 4,750	00	\$ 9,500	00



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			DOLLARS	CTS	DOLLARS	CTS
6.79 BD (077)	15.0 L.F.	6" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	\$ 200	00	\$ 3,000	00
6.82 A (078)	20.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ 10	00	\$ 200	00
6.82 B (079)	20.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ 10	00	\$ 200	00
6.83 AA (080)	40.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ 30	00	\$ 1,200	00



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			DOLLARS	CTS	DOLLARS	CTS
6.83 AB (081)	60.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ 10	00	\$ 600	00
6.83 BA (082)	40.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ 22	00	\$ 880	00
6.83 BB (083)	60.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ 22	00	\$ 1,320	00
6.84 B (084)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS	\$ 13,000.00	00	\$ 13,000.00	00
		PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 13,000.00				

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			DOLLARS	CTS	DOLLARS	CTS
6.87 (085)	1,000.0 EACH	PLASTIC BARRELS	\$ 15	00	\$ 15,000	00
6.91 (086)	2,335.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 2	50	\$ 5,837	50
6.99 (087)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 25,000	00	\$ 25,000	00
60.11R606 (088)	120.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 65	00	\$ 7,800	00



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			DOLLARS	CTS	DOLLARS	CTS
60.11R608 (089)	280.0 L.F.	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 85	00	\$ 23,800	00
60.11R612 (090)	335.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 125	00	\$ 41,875	00
60.12D06 (091)	132.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 95	00	\$ 12,540	00
60.12D08 (092)	308.0 L.F.	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 110	00	\$ 33,880	00

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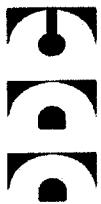


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			DOLLARS	CTS	DOLLARS	CTS
60.12D12 (093)	373.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 265	00	\$ 98,845	00
60.13MOA24 (094)	6.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ 5,000	00	\$ 30,000	00
60.18BJC20EL (095)	10.0 EACH	FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	\$ 830	00	\$ 8,300	00
61.11DMM06 (096)	4.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,085	00	\$ 4,340	00



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			DOLLARS	CTS	DOLLARS	CTS
61.11DMM08 (097)	2.0 EACH	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,675	00	\$ 3,350	00
61.11DMM12 (098)	4.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 3,275	00	\$ 13,100	00
61.11TWC03 (099)	1.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 789	00	\$ 789	00
61.11TWC04 (100)	1.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 895	00	\$ 895	00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.11TWC06 (101)	1.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1,085	00	\$ 1,085	00
61.12DMM06 (102)	4.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 200	00	\$ 800	00
61.12DMM08 (103)	2.0 EACH	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 250	00	\$ 500	00
61.12DMM12 (104)	4.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 350	00	\$ 1,400	00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
61.12TWC03 (105)	1.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 175	00	\$ 175	00
61.12TWC04 (106)	1.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 200	00	\$ 200	00
61.12TWC06 (107)	1.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 200	00	\$ 200	00
62.11SD (108)	4.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 3,033	00	\$ 12,132	00

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			DOLLARS	CTS	DOLLARS	CTS
62.12SG (109)	4.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 800	00	\$ 3,200	00
62.13RH (110)	2.0 EACH	REMOVING HYDRANTS	\$ 250	00	\$ 500	00
62.14FS (111)	8.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ 275	00	\$ 2,200	00
63.11VC (112)	5.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 1,000	00	\$ 5,000	00



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			DOLLARS	CTS	DOLLARS	CTS
637.9520 (113)	1.0 F.S.	FIELD INFORMATION MANAGEMENT SYSTEM PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 25,000.00	\$ 25,000.00		\$ 25,000.00	
64.11EL (114)	2.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ 450	00	\$ 900	00
64.11ST (115)	4.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 275	00	\$ 1,100	00
64.12COEG (116)	40.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 60	00	\$ 2,400	00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
64.12COLT (117)	60.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 35	00	\$ 2,100	00
64.12ESEG (118)	40.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 55	00	\$ 2,200	00
64.12ESLT (119)	60.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 35	00	\$ 2,100	00
64.13WC08 (120)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 1,300	00	\$ 1,300	00



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			DOLLARS	CTS	DOLLARS	CTS
64.13WC12 (121)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 1,500	00	\$ 1,500	00
65.11BR (122)	500.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 5	00	\$ 2,500	00
65.21PS (123)	635.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$ 0	50	\$ 317	50
65.31FF (124)	16,500.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$ 0	10	\$ 1,650	00



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			DOLLARS	CTS	DOLLARS	CTS
65.71SG (125)	30.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 65	00	\$ 1,950	00
7.13 B (126)	18.0 MONTH	MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 8,000.00	\$ 24,000	00	\$ 468,000	00
7.19 (127)	90.0 L.F.	LOAD TRANSFER JOINT	\$ 40	00	\$ 3,600	00
7.36 (128)	2,875.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 20	00	\$ 57,500	00



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			DOLLARS	CTS	DOLLARS	CTS
7.39 MSP (129)	1.0 EACH	MULTI-LEVEL SEATING PLATFORM FOR MORRISON AVENUE PLAZA	\$ 485,000	00	\$ 485,000	00
7.50 CB2 (130)	4.0 EACH	CITY BENCH WITH BACK (V 2)	\$ 4,100	00	\$ 16,400	00
7.50 FCR (131)	1.0 F.S.	ALLOWANCE FOR FURNISHING CITYRACK PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 800.00	\$ 800.00		\$ 800.00	
7.50 ICR (132)	3.0 EACH	CITYRACK INSTALLATION	\$ 875	00	\$ 2,625	00



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			DOLLARS	CTS	DOLLARS	CTS
7.50 SF-MA1 (133)	30.0 EACH	CHAIRS	\$ 350	00	\$ 10,500	00
7.50 SF-MA3 (134)	10.0 EACH	MOVEABLE TABLES	\$ 600	00	\$ 6,000	00
7.88 AA (135)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 1,000.00	\$ 1,000	00	\$ 1,000	00
7.88 AB (136)	30.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$ 60	00	\$ 1,800	00



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			DOLLARS	CTS	DOLLARS	CTS
7.88 AC (137)	30.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ 9	25	\$ 277	50
7.88 AD (138)	3.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ 65	00	\$ 195	00
70.13MN (139)	4,060.0 V.F.	MINI-PILES (GROUTED)	\$ 160	00	\$ 649,600	00
70.31FN (140)	2,250.0 L.F.	FENCING Unit price bid shall not be less than: \$ 2.00	\$ 2	00	\$ 4,500	00

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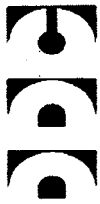


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			DOLLARS	CTS	DOLLARS	CTS
70.51EO (141)	45.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	\$ 75	00	\$ 3,375	00
70.61RE (142)	20.0 C.Y.	ROCK EXCAVATION	\$ 450	00	\$ 9,000	00
70.71SB (143)	20.0 C.Y.	STONE BALLAST Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 300	00
70.81CB (144)	50.0 C.Y.	CLEAN BACKFILL Unit price bid shall not be less than: \$ 20.00	\$ 20	00	\$ 1,000	00



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			DOLLARS	CTS	DOLLARS	CTS
70.91SW12 (145)	740.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ 0	25	\$ 185	00
72.11HF (146)	45.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ 170	00	\$ 7,650	00
73.11AB (147)	25.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 1,562	50
73.21AC (148)	21.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 1,312	50

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			DOLLARS	CTS	DOLLARS	CTS
73.31AE0 (149)	70.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ 20	00	\$ 1,400	00
73.41AG (150)	15.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 225	00
73.51AS (151)	160.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ 1	00	\$ 160	00
76.11CR (152)	1.0 L.S.	CONSTRUCTION REPORT	\$ 40,000	00	\$ 40,000	00



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			DOLLARS	CTS	DOLLARS	CTS
76.21MR (153)	1.0 L.S.	MONITORING AND POST-CONSTRUCTION REPORT	\$ 90,000	00	\$ 90,000	00
8.01 C1 (154)	500.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ 70	00	\$ 35,000	00
8.01 C2 (155)	5.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$ 1,900	00	\$ 9,500	00
8.01 H (156)	100.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$ 216	00	\$ 21,600	00

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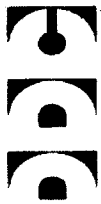


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			DOLLARS	CTS	DOLLARS	CTS
8.01 S (157)	1.0 L.S.	HEALTH AND SAFETY	\$ 15,000	00	\$ 15,000	00
8.01 W1 (158)	7.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$ 1,750	00	\$ 12,250	00
8.01 W2 (159)	2.0 SETS	SAMPLING AND TESTING OF CONTAMINATED WATER	\$ 1,000	00	\$ 2,000	00
8.02 A (160)	5,700.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ 8	00	\$ 45,600	00



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			DOLLARS	CTS	DOLLARS	CTS
8.02 B (161)	81.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ 12	00	\$ 972	00
8.08 VMS (162)	4.0 EACH	VARIABLE MESSAGE SIGN	\$ 12,500	00	\$ 50,000	00
8.15 M (163)	1.0 EACH	DRINKING FOUNTAIN	\$ 17,500	00	\$ 17,500	00
8.26SAL (164)	6.0 C.Y.	NEW GRANITE MASONRY WALL	\$ 10,000	00	\$ 60,000	00



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			DOLLARS	CTS	DOLLARS	CTS
8.32 (165)	134.0 S.Y.	BARK CHIP MULCH	\$ 16	00	\$ 2,144	00
8.52 (166)	1.0 F.S.	ALLOWANCE FOR WAYFINDING TOTEMS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 18,130.00	\$ 18,130.00		\$ 18,130.00	
8.52 WSF-A (167)	1.0 EACH	WAYFINDING SIGN FOOTING TYPE A	\$ 7,500	00	\$ 7,500	00
8.52 WSF-B (168)	1.0 EACH	WAYFINDING SIGN FOOTING TYPE B	\$ 7,500	00	\$ 7,500	00



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			DOLLARS	CTS	DOLLARS	CTS
9.00 C (169)	20.0 C.F.	EXPLORATORY TEST PITS	\$ 65	00	\$ 1,300	00
9.04 HW (170)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$ 50,000.00		\$ 50,000.00	
9.99 M (171)	18.0 MONTH	FLASHING ARROW BOARD	\$ 1,000	00	\$ 18,000	00
E260533 AE (172)	15.0 L.F.	METAL CONDUIT AND TUBING (3" PVC COATED RIGID STEEL CONDUIT)	\$ 300	00	\$ 4,500	00



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			DOLLARS	CTS	DOLLARS	CTS
E260533 CA (173)	1.0 EACH	HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	\$ 4,025	00	\$ 4,025	00
HW-900H (174)	1.0 F.S.	ALLOWANCE FOR CITY WORK ACCELERATION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 62,000.00	\$ 62,000.00	00	\$ 62,000.00	00
NYCT-7A.1 (175)	100.0 S.F.	MEMBRANE WATERPROOFING	\$ 20	00	\$ 2,000	00
NYCT-7A.2 (176)	100.0 S.F.	WATERPROOFING PROTECTION BOARD	\$ 6	50	\$ 650	00



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			DOLLARS	CTS	DOLLARS	CTS
PK-124 (177)	1.0 EACH	CAP WATER LINE	\$ 1,630	00	\$ 1,630	00
PK-12A (178)	2.0 EACH	WATER TAP. 1" DIAMETER	\$ 3,000	00	\$ 6,000	00
PK-13D (179)	80.0 L.F.	TYPE K COPPER TUBING, 1" DIAMETER	\$ 38	00	\$ 3,040	00
PK-14C1 (180)	2.0 EACH	CURB VALVE- 1" DIAMETER	\$ 145	00	\$ 290	00



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			DOLLARS	CTS	DOLLARS	CTS
PK-162 C (181)	1.0 EACH	DOUBLE CHECK VALVE ASSEMBLY & WATER METER WITH REMOTE READER & ENCLOSURE - 1" DIA.	\$ 46,000	00	\$ 46,000	00
PK-17 (182)	1.0 EACH	CAST IRON VALVE BOX, 5-1/4" DIAMETER	\$ 90	00	\$ 90	00
PK-34 (183)	4.0 C.Y.	COMPOST (TRUCK MEASURE)	\$ 350	00	\$ 1,400	00
PK-420 (184)	160.0 S.Y.	STONE SCREENINGS FOOT PATH	\$ 28	00	\$ 4,480	00



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			DOLLARS	CTS	DOLLARS	CTS
PK-422 (185)	46.0 EACH	ROOT PINNING	\$ 127	00	\$ 5,842	00
SL-20.01.02 (186)	2.0 EACH	FURNISH AND INSTALL FOUNDATION FOR TYPE "WF" LAMPPOST, AS PER DRAWING E-5124	\$ 730	00	\$ 1,460	00
SL-20.02.02 (187)	2.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ 1,100	00	\$ 2,200	00
SL-20.02.05 (188)	1.0 EACH	REMOVE LAMPPOST. REMOVE FOUNDATION (STANDARD, SPIDER, ETC.). FURNISH AND INSTALL NEW FOUNDATION, (E-3788 OR J-5253). RE-INSTALL LAMPPOST OR NEW LAMPPOST WITH ALL ATTACHMENTS.	\$ 12,775	00	\$ 12,775	00



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-21.03.02 (189)	2.0 EACH	FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPPOST WITH TRANSFORMER BASE	\$ 3,275	00	\$ 6,550	00
SL-21.04.55 (190)	2.0 EACH	FURNISH AND INSTALL TYPE "FLUSHING MEADOWS PARK" LAMPPPOST AS PER STD. DWG. H-5305.	\$ 2,875	00	\$ 5,750	00
SL-22.15.05 (191)	2.0 EACH	FURNISH AND INSTALL 70 WATT MAX LED "FLUSHING MEADOW PARK" TYPE LUMINAIRE AS PER SPECIFICATION 474	\$ 2,225	00	\$ 4,450	00
SL-22.16.05 (192)	3.0 EACH	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	\$ 465	00	\$ 1,395	00



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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502017HW0041C

Project ID HWPLZ004X

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-24.02.22 (193)	1.0 EACH	FURNISH AND INSTALL 2 Ft. STEEL ARM ON METAL LAMPPOST.	\$ 610	00	\$ 610	00
SL-26.01.01 (194)	2.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ 90	00	\$ 180	00
SL-26.05.01 (195)	1.0 EACH	FURNISH AND INSTALL SINGLE PHASE 35 AMPERE RELAY	\$ 615	00	\$ 615	00
SL-27.01.01 (196)	2.0 EACH	FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST, AS PER DRAWING D-2861	\$ 245	00	\$ 490	00

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
SL-28.01.02 (197)	1.0 EACH	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX, AS PER DRAWING H-5019.	\$ 290	00	\$ 290	00
SL-29.01.01 (198)	2.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ 1,040	00	\$ 2,080	00
SL-31.01.02 (199)	2.0 EACH	PAINT A PARK OR PEDESTRIAN TYPE LAMPPOST (TYPE "B", "BB", "E", "WF", ETC.)	\$ 425	00	\$ 850	00
SL-33.01.02 (200)	300.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	\$ 13	00	\$ 3,900	00



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			DOLLARS	CTS	DOLLARS	CTS
SL-33.03.01 (201)	120.0 L.F.	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT OR OVERHEAD.	\$ 20	00	\$ 2,400	00
SL-35.01.04 (202)	10.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	\$ 53	00	\$ 530	00
SL-35.03.04 (203)	120.0 L.F.	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN UNPAVED AREA	\$ 55	00	\$ 6,600	00
SL-37.05.04 (204)	2.0 EACH	FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	\$ 3,900	00	\$ 7,800	00



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			DOLLARS	CTS	DOLLARS	CTS
SL-37.05.07 (205)	1.0 EACH	FURNISH AND INSTALL TYPE 4824 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	\$ 6,570	00	\$ 6,570	00
SL-40.02.01 (206)	2.0 EACH	FURNISH AND INSTALL 20 AMPERES, 120vac GROUND FAULT RECEPTACLE ON A LAMPPPOST.	\$ 645	00	\$ 1,290	00
T-1.1 (207)	2.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 1,360	00	\$ 2,720	00
T-1.18 (208)	2.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ 250	00	\$ 500	00



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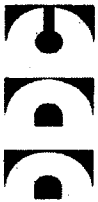
BID PAGES

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

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			DOLLARS	CTS	DOLLARS	CTS
T-2.1 (209)	2.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 520	00	\$ 1,040	00
T-2.16 (210)	1.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ 1,300	00	\$ 1,300	00
T-2.22 (211)	2.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 465	00	\$ 930	00
T-20000 (212)	2.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ 565	00	\$ 1,130	00



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			DOLLARS	CTS	DOLLARS	CTS
T-20020 (213)	6.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 12	00	\$ 72	00
T-3.18 (214)	1.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ 335	00	\$ 335	00
T-3.2 (215)	1.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	\$ 400	00	\$ 400	00
T-3.21 (216)	6.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 310	00	\$ 1,860	00



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			DOLLARS	CTS	DOLLARS	CTS
T-3.6 (217)	6.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 350	00	\$ 2,100	00
T-30013L (218)	1.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ 400	00	\$ 400	00
T-31200 (219)	1.0 EACH	e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 80	00	\$ 80	00
T-31210 (220)	4.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 40	00	\$ 160	00



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			DOLLARS	CTS	DOLLARS	CTS
T-31351 (221)	3.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 235	00	\$ 705	00
T-33000L (222)	3.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ 320	00	\$ 960	00
T-33001-L (223)	3.0 EACH	FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	\$ 420	00	\$ 1,260	00
T-5.18 (224)	10.0 L.F.	FURNISH AND INSTALL 2" RIGID CONDUIT ON "ELEVATED" STRUCTURE	\$ 125	00	\$ 1,250	00



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			DOLLARS	CTS	DOLLARS	CTS
T-5.32 (225)	200.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 50	00	\$ 10,000	00
T-5.50 (226)	200.0 L.F.	FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 41	00	\$ 8,200	00
T-6.1 (227)	300.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$ 15	00	\$ 4,500	00
T-6.10 (228)	500.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ 15	00	\$ 7,500	00

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			DOLLARS	CTS	DOLLARS	CTS
T-6.2 (229)	500.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ 15	00	\$ 7,500	00
T-60000B (230)	500.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ 8	00	\$ 4,000	00
T-60040 (231)	200.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ 8	00	\$ 1,600	00
T-60190 (232)	500.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ 8	00	\$ 4,000	00



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			DOLLARS	CTS	DOLLARS	CTS
T-7.18 (233)	1.0 EACH	FURNISH ONE JUNCTION BOX (10" X 8" X 4")	\$ 165	00	\$ 165	00
T-7.20 (234)	1.0 EACH	INSTALL ONE JUNCTION BOX ON ANY POLE	\$ 745	00	\$ 745	00
T-8.8 (235)	1.0 EACH	INSTALL CONCRETE PYLON	\$ 1,350	00	\$ 1,350	00
T-8.9 (236)	1.0 EACH	REMOVE CONCRETE PYLON	\$ 775	00	\$ 775	00

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			DOLLARS	CTS	DOLLARS	CTS
T-81000 (237)	1.0 EACH	FURNISH CONCRETE PYLON	\$ 765	00	\$ 765	00
UTL-6.01.1 (238)	4.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,040.00	\$ 2,750	00	\$ 11,000	00
UTL-6.01.8 (239)	4.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	\$ 465	00	\$ 1,860	00
UTL-6.01.9 (240)	6.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$ 485	00	\$ 2,910	00



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			DOLLARS	CTS	DOLLARS	CTS
UTL-6.02 (241)	2.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00	\$ 715	00	\$ 1,430	00
UTL-6.03 (242)	375.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$ 88	00	\$ 33,000	00
UTL-6.03.1A (243)	100.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR CON EDISON WORK ONLY) (S6.03) Unit price bid shall not be less than: \$ 25.00	\$ 138	00	\$ 13,800	00
UTL-6.04 (244)	10.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00	\$ 35	00	\$ 350	00

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			DOLLARS	CTS	DOLLARS	CTS
UTL-6.05 (245)	10.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$ 65.00	\$ 65	00	\$ 650	00
UTL-6.06 (246)	459.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	\$ 180	00	\$ 82,620	00
UTL-6.07 (247)	50.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$ 222	00	\$ 11,100	00
UTL-GCS-2WS (248)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$ 50,000.00		\$ 50,000.00	



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			DOLLARS	CTS	DOLLARS	CTS
SUB-TOTAL:					\$ 5,754,477	50
6.39 A (249)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ 203,970	00
TOTAL BID PRICE:					\$ 5,958,447	50

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

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

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

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

PROJECT ID: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

**BOROUGH OF THE BRONX
CITY OF NEW YORK**

Name of Bidder: JYN Enterprises Inc
Date of Bid Opening: 11/29/2018
Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation (☒)
Place of Business of Bidder: 23-19 99th Ave Queens Village NY 11429
Bidder's Telephone Number: 718 465 5200 Fax Number: 718 465 5700
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 New York

Name and Home Address of President: James Juliano
30 Andover Ct Plandome Manor NY 11030

Name and Home Address of Secretary: Stephen Licata
670 Old Salt Road Mattituck NY 11952

Name and Home Address of Treasurer: Raymond Rudolph
19 Wetherill Rd Garden City NY 11530

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. HWPLZ004X

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

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

\$ 5,958,447.50

SL
86 11/29/18

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: JYN Enterprises Inc.

By: _____

(Signature of Partner or corporate officer)

Stephen Licata Secretary

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 New York ss:

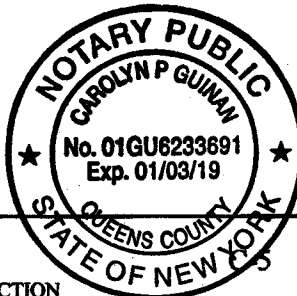
being duly sworn says:

I am the Secretary of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 144th Street, NY.
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
26th day of December, 2019

Audrey Pina
Notary Public



AFFIRMATION

PROJECT ID. HWPLZ004X

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: JUN Enterprises Inc.

Address: 213-9799th Ave

City Queens Village

State NY

Zip Code 11429

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

113630755

By: _____

Signature

Stephen Licata

Title: _____

Secretary

If a corporation, place seal here

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

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

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____
JLJ IV Enterprises, Inc. _____
213-19 99th Avenue, Queens Village, NY 11429 _____

hereinafter referred to as the "Principal", and _____
Liberty Mutual Insurance Company _____
1200 MacArthur Blvd. _____
Mahwah, NJ 07430 _____

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

Ten Percent Amount Bid _____

(\$ 10% amt bid), 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 HWPLZ004X - Reconstruction of Morrison Avenue Plaza, Bronx, NY - Including Sewer, Water Main, Street Lighting & Traffic Work

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 31st day of October, 2018.

(Seal)

ILI IV Enterprises, Inc. (L.S.)
Principal

By: [Signature]
Secretary

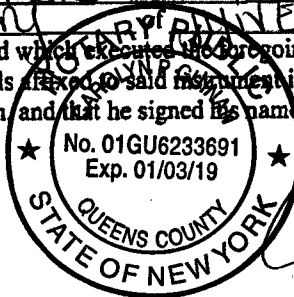
(Seal)

Liberty Mutual Insurance Company
Surety
By: [Signature]
Robert Kempner, Attorney-In-Fact

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:
On this 20th day of November, 2018, before me personally came
Stephen Licata to me known, who, being by me duly sworn, did depose and say
that he resides at Northwick NY
that he is the Secretary of Ryan Enterprises Inc.
the corporation described in and which executes 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

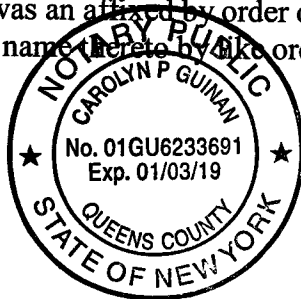
ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

COUNTY OF Queens

SS:

On this 20th day of November, 2018 before me personally came Stephen Licata to me known, who, being by me duly sworn did depose and say that he resides at Manhasset Neck that he is the Secretary of JUN ENTERPRISES INC. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



Carolyn P. Guinan
Notary Public

STATE OF New York

COUNTY OF Nassau

SS:

On this 31st day of October, 2018, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County
Commission Expires March 23, 2022

My commission expires _____

L
Notary Public



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

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

Certificate No: **8197084- 015019**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Robert W. O'Kane; Joseph Sforzo; Robert Kempner; Joseph M. Sforzo

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of October, 2018.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2018.



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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2017

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



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

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

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

TAMikolajewski

Assistant Secretary

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at zhangji@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

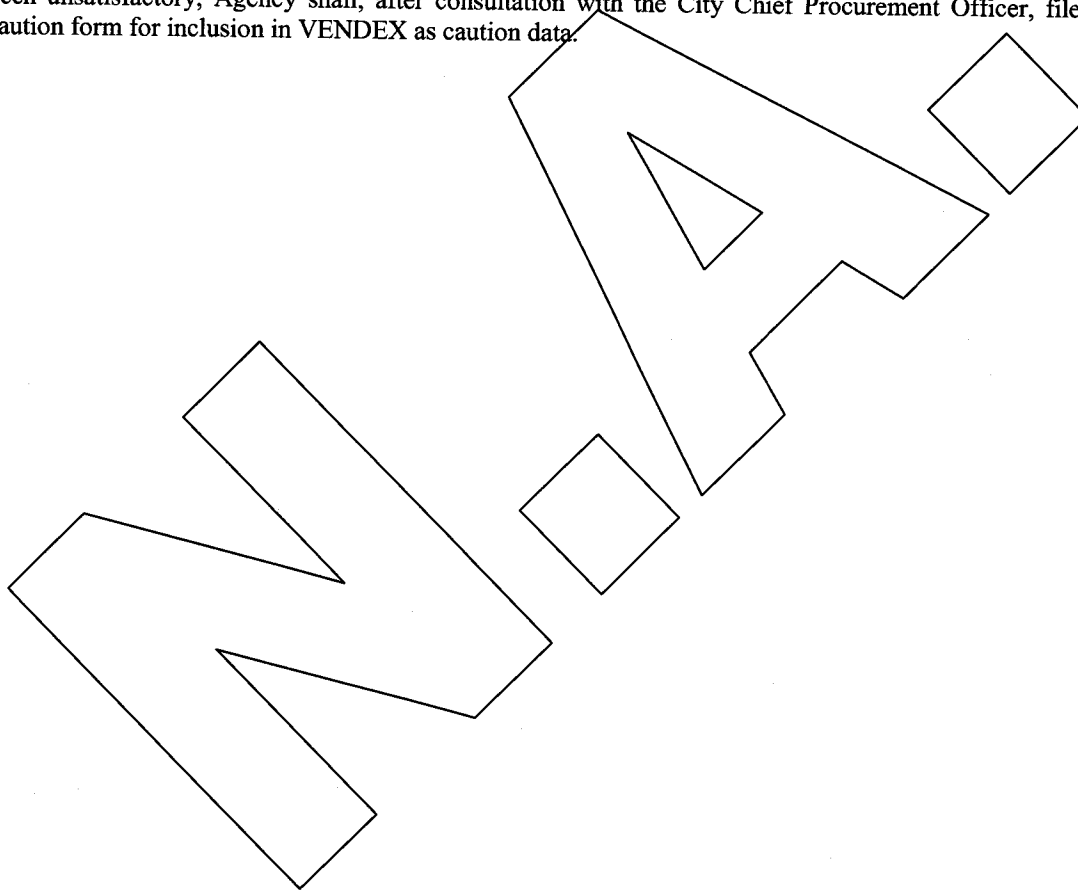
- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;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

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

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

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

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



Tax ID
#: _____

APT E- 85018B0122
PIN #: _____

SCHEDULE B – M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 85018B0122 FMS Project ID#: HWPLZ004X
Project Title/ Agency PIN # RECONSTRUCTION OF MORRISON AVENUE PLAZA – 8502017HW0041C
Bid/Proposal Response Date _____
Contracting Agency Department of Design and Construction
Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101
Contact Person _____ Title _____
Telephone # _____ Email _____

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF
MORRISON AVENUE PLAZA
BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK
BOROUGH OF THE BRONX
CITY OF NEW YORK

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

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

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

Tax ID #: _____

APT E-
PIN #: _____**SCHEDULE B - Part II: M/WBE Participation Plan**

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Information

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

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.**PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS**

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

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

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

☐ MBE ☐ WBE

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

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

Section IV: General Contract Information

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

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

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

✓ Scopes of Subcontract Work

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____

Date _____

Print Name _____

Title _____

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

Contract Overview

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

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

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

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

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

References

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

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

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

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

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

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

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

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 CONTRACTING OFFICER APPROVAL
 Signature: _____
 CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____
 Waiver Determination:
 Full Waiver Approved: ☐
 Waiver Denied: ☐
 Partial Waiver Approved: ☐
 Revised Procurement Goals: _____

APPRENTICESHIP PROGRAM REQUIREMENTS

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

 √ YES NO

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: JYNEER PRICES INC.

Project ID Number: HWPL2004X

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

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Number:

HWPL2004X

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

As evidenced by participation
in Apprenticeship program
pursuant to union Agreements

Bidder:

JWN Enterprises Inc.

By:

(Signature of Partner or Corporate Officer)

Title:

Secretary

Date:

11/26/2018

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: JIV Enterprises Inc.DDC Project Number: HWPL2004X

Company Size: _____ Ten (10) employees or less

☒ Greater than ten (10) employeesCompany has previously worked for DDC ☒ YES _____ NO**2. Type(s) of Construction Work**

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	<u>100</u>	<u>100</u>
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.

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2018</u>	_____	_____
<u>2017</u>	_____	_____
<u>2016</u>	_____	_____

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

4. OSHA Information:

- ☐ YES ☒ NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.
- ☐ YES ☒ NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related in-patient hospitalizations, all amputations and all losses of an eye).

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2018</u>	<u>250,000</u>	<u>3.20</u>
<u>2017</u>	<u>250,000</u>	<u>3.20</u>
<u>2016</u>	<u>250,000</u>	<u>3.20</u>

Project ID. HWPL2004X

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

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

5. Safety Performance on Previous DDC Project(s)

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

DDC Project Number(s): ME1598, HWMP209, ME12008

☒ YES ☐ NO Accident on previous DDC Project(s).

DDC Project Number(s): ME1598, HWMP209, ME12008

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

DDC Project Number(s): _____

Date: 11/26/10

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

Title: Secretary

Pre-Award Process

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

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

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

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

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

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

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
NYCDDC HWCSC4A	School Safety	\$3,358,278	9/10/18	Kalpesh Patel 212-313-3540	
NYCDDC HWP2013MX	Complex Ramps	\$6,543,000	6/18/18	Fares Abdulrazak 718-391-1057	
NYCDDC HWCSC3ER	School Safety	\$6,307,280	6/2016	Eric Sattler 718-391-2299	
NYCDDC HWSRT200B	Transit Safety	\$1,579,516	4/2015	Franco Mesiti	
NYCDDC HWP2011QC	Complex Ramps	\$3,361,138	5/2014	Eric Sattler 718-391-2299	
NYCDDC HWP2009MX	Complex Ramps	\$3,747,000	6/2014	Fares Abdulrazak 718-391-1057	
NYCDDC MED595	Water Mains	\$10,784,000	12/2012	Sharam Jaromi 917-417-6790	

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
NYCDDC HWMMP2019	Hwy. Recon	\$52,000,000	\$5,750,000	\$4,000,000	12/2018	Sharam Jaromi 917-417-6790	
NYCDDC MED598	Water mains	\$23,179,026	\$2,478,000	\$1,700,000	4/2019	Sharam Jaromi 917-417-6790	
NYCDDC MED608	Water mains	\$8,939,669	\$1,286,750	\$3,150,000	3/2019	Iyad Marzouk 646-235-5258	
NYCDDC HWP1Z003M	Plaza Recon/ Water mains	\$10,780,797	\$1,600,000	\$7,900,000	6/2019	Kalpesh Patel 212-313-3540	
NYCDDC HWP2013LM	Complex Ramps	\$1,788,971	\$175,000	\$320,000	12/2019	Najja Coddington 917-675-7214	
NYCDDC HMK1048B	Hwy Recon	\$6,651,909	\$1,543,344	\$5,000,000	8/2019	Robert Yueh 718-391-1937	
NYCDDC HWP1Z012M	Plaza Recon/ SWR	\$4,829,047	\$851,029	\$3,450,000	10/2019	Kalpesh Patel 917-313-3540	

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

28

BID BOOKLET
MARCH 2017

NYCDDC Complex \$1,749,838 \$433,900 \$750,000 7/2019 Robert Yueh 718-391-1937
HWP16KC Ramps

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
NYCDDC SECBRM01	Catch Basins	\$982,465	10/2019	NYCDDC	
NYCDDC HWCSC4B3	School Safety	\$4,448,947	10/2019	NYCDDC	
NYCDDC HWPEDSF4	Pedestrian Safety	\$9,948,250	10/2019	NYCDDC	
NYCDDC HWK1670	Pedestrian Safety	\$1,785,303	11/2019	NYCDDC	

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

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

VENDEX COMPLIANCE

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

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

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

Name of Bidder: JUN ENTERPRISES INC.
Bidder's Address: 23-19 90TH AVE QV NY 11429
Bidder's Telephone Number: 718 4655600
Bidder's Fax Number: 718 465 5100
Date of Bid Opening: 11/29/18
PROJECT ID: HWPL20041

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: Stephen Licata, Secretary

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, Stephen Lima, 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: WV Enterprises Inc.

Vendor's Address: 23-19 99th Ave QV NY 11429.

Vendor's EIN or TIN: 113030755 Requesting Agency: NYCDDC

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: 4/12/15

Signature date on change submission for the submitting vendor: 4/18/15

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 James Juliano	4/12/15	4/12/15
2 Stephen Licata	4/12/15	4/12/15
3 Raymond Rudolph	4/12/15	4/12/15
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:

Stephen Licata

Name (Print)

Secretary

Title

YVE Enterprises Inc.

Name of Submitting Entity

[Signature]

Signature

11/26/18

Date

Notarized By:

[Signature]

Notary Public

Queens

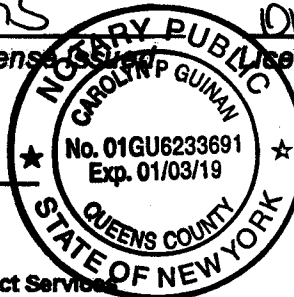
County License

01GU6233691

License Number

Sworn to before me on: 11/26/18

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, Stephen Licata, 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: Wenter Dnses Inc.

Vendor's Address: 23 1st Ave Apt 11429

Vendor's EIN or TIN: 11-363075 Requesting Agency: MCDC

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: 4/12/15

Signature date on change submission for the submitting vendor: 4/12/15

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	James Feliano	4/12/15	4/12/15
2	Stephen Licata	4/12/15	4/12/15
3	Raymond Rudolph	4/12/15	4/12/15
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:

Stephen Licata
Name (Print)

Secretary
Title

Sigma Enterprises Inc.
Name of Submitting Entity

[Signature]
Signature

11/26/18
Date

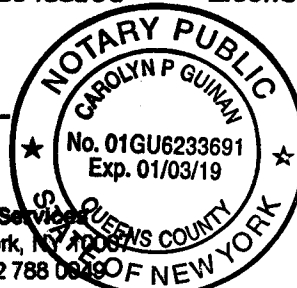
Notarized By:

[Signature]
Notary Public

Queens
County License Issued

016-06233691
License Number

Sworn to before me on: 11/26/18
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.

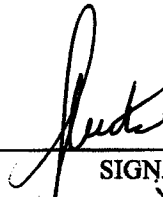
**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

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.



SIGNATURE

Stephen Vinate

PRINTED NAME

Secretary

TITLE

Sworn to before me this
26th day of 11, 2018

Notary Public

Dated: 11/26/18



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

**CONSTRUCTION
EMPLOYMENT
REPORT**

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

CONSTRUCTION EMPLOYMENT REPORT
INSTRUCTIONS

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

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

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

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor x Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes ✓ No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- Minority Owned Business Enterprise Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 Disadvantaged Business Enterprise
- 2a. If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? Are you DBE certified? Yes No ✓
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No ✓
4. Is this project subject to a project labor agreement? Yes No ✓
5. Are you a Union contractor? Yes ✓ No If yes, please list which local(s) you affiliated with 731, 1010, 15, 14, 780, 1550
6. Are you a Veteran owned company? Yes No ✓

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3630755
Employer Identification Number or Federal Tax I.D. Email Address
8. SYN Enterprises Inc.
Company Name
9. 93-9 99th Ave QV NY 11429.
Company Address and Zip Code
10. James Iuliano 7184655600
Chief Operating Officer Telephone Number
11. Carolyn Quinn 7184655100
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. Samos
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 102

14. Contract information:

(a) NACDC
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____
Agency to which submitted: _____
Name of Agency Person: _____
Contract No: _____
Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

4 (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

4 (b) Disability, life, other insurance coverage/description

10 (c) Employee Policy/Handbook

10 (d) Personnel Policy/Manual

10 (e) Supervisor's Policy/Manual

4 (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

4 (g) Collective bargaining agreement(s).

4 (h) Employment Application(s)

10 (i) Employee evaluation policy/form(s).

4 (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

- | | | |
|--|---|--|
| (a) Prior to job offer | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (b) After a conditional job offer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (c) After a job offer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (d) Within the first three days on the job | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (e) To some applicants | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (f) To all applicants | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (g) To some employees | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (h) To all employees | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

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

I-9 forms are at our Main Office
213-19 99th Ave NW NY 11429

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

If yes, is the medical examination given:

- | | | |
|-----------------------------------|------------------------------|--|
| (a) Prior to a job offer | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (b) After a conditional job offer | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (c) After a job offer | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (d) To all applicants | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (e) Only to some applicants | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

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

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

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

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

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

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No ☒

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

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

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

SIGNATURE PAGE

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

UN Enterprises Inc.
Contractor's Name
Stephen Licata Secretary
Name of person who prepared this Employment Report Title
Stephen Licata Secretary
Name of official authorized to sign on behalf of the contractor Title
718 465 5000
Telephone Number
[Signature] 11/26/18
Signature of authorized official Date


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

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

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

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

Only original signatures accepted.

Sworn to before me this 26th day of November 20 18
[Signature] [Signature]
Notary Public Authorized Signature


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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:

MALES

FEMALES

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

	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J					
H					
A					
TRN					
TOT					

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

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

FEMALES

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:

MALES

FEMALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

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

J

H

A

TRN

TOT

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

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

FEMALES

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

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

13. Number of employees in your company: _____

14. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?

Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

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

____ Minorities and Women

____ Individuals with handicaps

____ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

SIGNATURE PAGE

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

Contractor's Name

Name of person who prepared this Employment Report

Title

Name of official authorized to sign on behalf of the contractor

Title

Telephone Number

Signature of authorized official

Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers
(H) Helper
(TOT) Total by Column

(A) Apprentice
(TRN) Trainee

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

Trade:

MALES

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

FEMALES

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

J

H

A

TRN

TOT

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade:

Union Affiliation, if applicable

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

MALES

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

FEMALES

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:

MALES

FEMALES

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

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

J

H

A

TRN

TOT

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

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

FEMALES

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

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

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

Date _____

File Number _____

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

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

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

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

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

___ Minority Owned Business Enterprise ___ Locally based Business Enterprise

___ Women Owned Business Enterprise ___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name _____

Employer Identification Number or Federal Tax I.D. _____

Company Address and Zip Code _____

Contact Person (First Name, Last Name) _____

Telephone Number _____

Fax Number _____

E-mail Address _____

Description and location of proposed subcontract: _____

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

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only)

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

Block and Lot Number _____
(ICIP projects only)

Contract Amount _____

I, (print name of authorized official signing) _____ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

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

Signature of authorized official _____ Date _____

Sworn to before me this _____ day of _____ 20____
Only original signatures accepted.

Notary Public _____ Authorized Signature _____ Date _____



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

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

Contractor

Dated _____, 20____

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

ADDENDA CONTROL SHEET

BID OPENING DATE: November 29, 2018

PROJECT NO.: HWPLZ004X

DESCRIPTION: RECONSTRUCTION OF MORRISON AVENUE PLAZA

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Ammendments	Drawings (number)
1	11/5/2018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWPLZ004X
RECONSTRUCTION OF
MORRISON AVENUE PLAZA

BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF THE BRONX
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: November 5, 2018

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

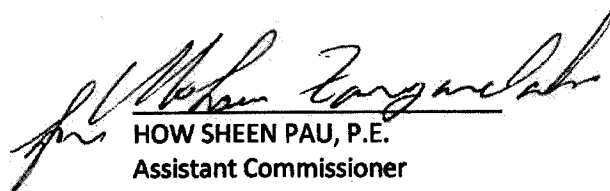
1. Refer to the Bid and Contract Documents, Volume 1 of 3;
Insert the attached SPECIAL NOTICE TO BIDDERS following the cover of
the BID BOOKLET, Volume 1 of 3.
2. Refer to the Bid and Contract Documents, Volume 1 of 3, Page 2;
Delete Page 2 in its entirety.;
Insert the attached Page 2R.
3. Refer to the Bid and Contract Documents, Volume 1 of 3, Attachment 1, Page A-1 ;
Delete Page A-1 in its entirety;
Insert the attached Page A-1R.
4. Refer to the Bid and Contract Documents, Volume 1 of 3, Attachment 1 BID INFORMATION, Page A-5;
Insert the attached Pages A-6 through A-11 following Page A-5.
5. Refer to the Bid and Contract Documents, Volume 3 of 3, TABLE OF CONTENTS;
Delete TABLE OF CONTENTS in its entirety;
Insert substitute with the attached TABLE OF CONTENTS.

6. **Refer** to the Bid and Contract Documents, Volume 3 of 3, SCHEDULE A Pages SA-1 and SA-13;
Delete Pages SA-1 and SA-13 in its entirety;
Insert the attached Pages SA-1R and SA-13R.
7. **Refer** to the Bid and Contract Documents, Volume 3 of 3, FTA-PAGES;
Insert the attached FTA-PAGES FEDERAL TRANSIT ADMINISTRATION PROJECTS, FEDERAL TRANSIT
ADMINISTRATION ATTACHMENTS package following the TF-PAGES.

END OF ADDENDUM NO. 1

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of **TWO (2) pages and attachments consisting of ONE HUNDRED AND TWENTY-THREE (123) pages.**

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


HOW SHEEN PAU, P.E.
Assistant Commissioner

Name of Bidder

By: _____

SPECIAL NOTICE TO BIDDERS

Please be advised that there are no M/WBE requirements for this project. However, the Contractor is subject to DBE goals of 13% in accordance with the requirements of the FEDERAL TRANSIT ADMINISTRATION (FTA) and FEDERAL HIGHWAY ADMINISTRATION.

The Contractor is also advised that there are three (3) separate funding sources for this project: City; Federal Transit Administration (FTA) (see FTA-PAGES); and, Federal Highway Administration (FHWA) (see TF-PAGES).

The Contractor has to submit all required documents which may require duplicate submissions.

CONFLICTS BETWEEN FTA AND FHWA REQUIREMENTS

The Contractor is required to comply with both the FTA and FHWA requirements herein this Contract.

In the event of an apparent conflict between the FTA and FHWA, the Contractor must consult the Engineer and must proceed as directed by the Engineer.

Please note that the Contractor has to submit the Contractor-signed and notarized (if required) Buy America Certification, Debarment History Certification, and DBE Schedule of Utilization with the bid.

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

SPECIAL NOTICE TO BIDDERS – FEDERALLY FUNDED CONTRACTS (Revised 11-2016)

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

1. Bid Schedule and Bid Form, including Affirmation
2. Bid Security (if required, see Attachment 1 on Page A-1)
3. Buy America Certification (Appendix A in FTA - PAGES)
4. Debarment History Certification (See Page TF-J1 in the TF-Pages)
5. DBE Schedule of Utilization (See Page TF-D6 in the TF-Pages)

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

6. Safety Questionnaire
7. Construction Employment Report (if bid is \$1,000,000 or more)
8. Contract Certificate (if bid is less than \$1,000,000)
9. Confirmation of Vendex Compliance
10. Bidder's Certification of Compliance with Iran Divestment Act
11. Special Experience Requirements (if applicable)
12. Apprenticeship Program Questionnaire (if applicable)
13. FTA DBE Goal Page
14. Disclosure of Lobbying Activities (Appendix A1 in FTA - PAGES)
15. Disclosure of Lobbying Activities (if applicable) (See Page TF-J3 in the TF-Pages)
16. Debarment and Suspension Certification (Appendix A2 in FTA - PAGES) (To be submitted by successful Bidder)
17. Any addenda issued prior to the receipt of bids

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

**FAILURE TO SUBMIT ITEMS (6) THROUGH (17)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

NOTES:

- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
- (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391- 2601) or by fax (718-391-2627).
- (3) VENDEX QUESTIONNAIRES: The Bidder is advised that Vendex Questionnaires and procedures have been changed. Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
- (4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3, 3a, 3b, and 4 of this Bid Booklet.
- (5) Apparent low bidder to submit DBE Utilization Goal Forms in Compliance with FTA DBE requirements (AAP 15, AAP 19, AAPHC-89, AAP 10) within 7 calendar days of the bid date.

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWPLZ004X

PIN: 8502017HW0041C

Description and Location of Work:

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA
BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF THE BRONX
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 _____**

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 _____

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 10% of the TOTAL BID PRICE set forth on the Bid Form.**

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

Agency Contact Person:

**Lorraine Holley
Phone: 718-391-2601 FAX: 718-391-2627**

1. Participation by Disadvantaged Business Enterprises (DBE)

- 1.1. Bidders' attention is called to NYCDOT DBE Utilization Goal in Compliance with FTA DBE Requirements included in the FTA Third Party Requirements (annexed to FTA - PAGES). A DBE utilization goal of thirteen percent (13%) has been established for this Contract.
- 1.2. Bidders are required to document sufficient DBE participation to meet the contract specific goal of thirteen percent (13%) DBE participation or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:
- NYCDOT DBE Utilization Goal Forms attached hereto as part of the FTA DBE Requirements. Please complete and submit with the bid the following (annexed to FTA - PAGES) :
 - a) (Form AAP 15) Please fill out to provide the Name of Bidder's Designated DBE Officer;
 - b) (Form AAP 19 FTA - DBE Schedule of Utilization).

In preparation of the Bid Form, Bidders shall consider the Dollar Value of work to be performed by the potential DBE subcontractors. Please note that for Materials or Suppliers (MS) utilized to attain the thirteen percent (13%) DBE goal, only 60% of associated supplier contract value could be accounted for the Dollar Value of Utilization.

The following forms shall be provided by the successful bidder:

- Complete form AAPHC 89 FTA (DBE Utilization Worksheet) and 89-1 FTA to report if there has been any changes from original utilization plan (annexed to FTA - PAGES) to be submitted by the successful Bidder as a part of post-bid submission.

2. Federal Aid Requirements

- 2.1. Payments for the Contract Work will be funded in part by Federal funds from the Federal Transit Administration ("FTA") and New York State Department of Transportation (NYSDOT). The receipt of such funds is conditioned upon the Bidder's compliance with certain Federal and State provisions with respect to the submission of bids. The Bidder must comply with the applicable provisions set forth in the FTA Third Party Requirements (annexed to FTA - PAGES), as well as Standard Clauses for All New York State Contracts (annexed to FTA - PAGES). The Bidder shall be responsible for submitting all certifications, schedules, documents and any other materials required hereunder.

3. Federal Requirements Compliance Certifications

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

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

- This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 5323(j) and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. These regulations require, as a matter of responsiveness, that the Bidder submits with its bid a completed certification in accordance with Part 661.6 or 661.12, as appropriate. These certifications are set forth in this solicitation at Appendix A (annexed to FTA - PAGES). **Bids that are not accompanied by a completed Buy America Certification shall be rejected as non-responsive.**
- If the Bidder seeks a waiver to the Buy America provision, an application for a waiver must be submitted. The application should contain its justification to support the waiver and must be submitted within five (5) working days of the bid opening. (The Bidder is referred to 49 CFR 661.7, for guidance on preparation of a Buy America waiver application).

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

- 3.1.2.1. This Contract must meet the requirements of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from transactions by any federal department or agency.
- 3.1.2.2. Fill out and submit form on Appendix A2 (annexed to FTA - PAGES).
- 3.1.2.3. The Contractor must also ensure that they and their subcontractors are not included in the Excluded Parties list by visiting the Federal website and inserting their name in the "search exclusions" in the left hand bar and must provide the printout of the search result that shows that they are not listed in the Excluded Parties list <https://www.epls.gov/>.

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

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

- 3.1.3.2. Fill out and submit form on Appendix A1 (annexed to FTA - PAGES).
- 3.1.4. Non-Collusive Bidding (See "Standard Clauses for all State Contracts" annexed to FTA - PAGES)
- 3.1.4.1. Both State law and Federal regulation require that for work performed under competitively bid contracts, financed with State and/or Federal funds, contractor submitting bids for such contracts certify that they have not engaged in any activity that would artificially affect prices or restrict competition through the exchange or sharing of information among bidders. In addition, Federal law required that the bidder certify that he/she is an eligible bidder under Federal regulations and is nor under, or about to be faced with, any sanction imposed by any Federal agency.
- 3.1.5. DBE (See FTA Third Party Requirements and Appendix B annexed to FTA - PAGES)
- 3.1.6. Federal Davis-Bacon Wage Rates. All Bidders are directed to the specific provisions of the Contract, that Applicable Statutes and Applicable Agreements that mandate compliance with legal requirements related to payment of wages, in particular, Federal Davis-Bacon Wage Rates applicable to the Contract work to be performed by the contractor at the time the work is performed.
- 3.1.6.1. A copy of the current federal Davis-Bacon Wage rates as of the date this IFB was prepared is attached to TF- PAGES Volume 3 of 3. Bidders and the selected Contractor, if any, shall be responsible for confirming and adhering to the actual Davis-Bacon Wage rates in effect at the time after the issuance of this IFB including, without limitation, during the contract term. Federal Davis-Bacon Wage rates may be accessed through the US department of Labor's Website at: <http://www.wdol.gov/wdol/scafiles/davisbacon/ny.html>.

(NO TEXT ON THIS PAGE)

**DISADVANTAGE BUSINESS ENTERPRISE UTILIZATION GOALS
For
Federal Transit Administration Projects**

New York City Department of Transportation

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

Disadvantaged Business Enterprise Utilization Goal 13%

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

Disadvantaged Business Enterprise Officer

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

Bidder-Designated DBE Officer: _____
(Name, Title)

Telephone: _____

Fax Number: _____

E-Mail Address _____

RETURN THIS PAGE WITH BID

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

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

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

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

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PROJECT ID: HWPLZ004X

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SCHEDULE A**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 10% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p><u>The Contractor shall provide the safety personnel as indicated to the right.</u></p>	<ul style="list-style-type: none"> ■ Project Safety Representative ■ Dedicated, full-time Project Safety Manager
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p><u>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</u></p>	<p>See Page SA-4</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p><u>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</u></p>	<p><u>\$2,000.00</u> for each consecutive calendar day over substantial completion time</p>
<p align="center"><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p><u>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</u></p>	<p>Not to exceed <u>49</u> % of the Contract price</p>

<p align="center"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p><u>0 %</u> of the value of the Work</p>
<p align="center"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-12</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>1% of Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Twenty-four (24) Months for Tree Planting</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, as shown in the column to the right.</p>	<p>Addenda, numbered:</p> <hr/>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was Awarded:</p> <hr/> <p align="right">Dollars</p> <p>(\$ <hr/>)</p>
<p align="center"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>A) FHWA DBE goal of 13%, see page TF-H1, herein this book Volume 3 of 3</p> <p>B) FTA DBE utilization goal of thirteen percent (13%) has been established for this Contract</p>

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.</p>	<p>\$ <u>500.00</u> for each calendar day of deficiency</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer.</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>400.00</u> for each calendar day, for each occurrence</p>

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 545 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

✓ YES NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November – December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ 3,000,000 per occurrence and \$ 6,000,000 per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation. 4. New York State, including its officials and employees, 5. Federal Highway Administration (FHWA), its officials and employees. 6. Con Edison

<p> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 </p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input checked="" type="checkbox"/> Additional Requirements:</p> <p>(1) <u>NYCTA "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</u></p> <p>(2) <u>Two (2) certificates of such Insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.</u></p>
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<input type="checkbox"/> Builders' Risk	<p>Art. 22.1.4</p> <p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability	<p>Art. 22.1.5</p> <p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p> <p>(2) New York State, including its officials and employees, and,</p> <p>(3) FHWA, including its officials and employees</p> <p>(4) Federal Highway Administration (FHWA), its officials and employees.</p> <p>(5) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</p>

<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	<p>\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

[OTHER]

Art. 22.1.8

■ Railroad Protection Liability Policy

(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:

- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

\$ 2,000,000 per occurrence

\$ 6,000,000 annual aggregate

Named Insureds:

1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

[OTHER]

Art. 22.1.8

■ Professional Liability

- A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
- B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER] <input checked="" type="checkbox"/> Engineer's Field Office Section 6.40, Standard Highway Specifications	Art. 22.1.8 Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u>
[OTHER] Art. 22.1.8 <input type="checkbox"/> The Following Additional Insurance Must Be Provided: Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.	

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.



[Name and title of authorized official, broker, or agent (typewritten)]

NOTARY PUBLIC FOR THE STATE OF _____

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

FTA - PAGES:

**FEDERAL TRANSIT ADMINISTRATION
PROJECTS
FEDERAL TRANSIT ADMINISTRATION
ATTACHMENTS**

FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING ATTACHMENT

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

THIS ATTACHMENT IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Transit Administration, in addition to the City agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Federal Transit Administration (FTA) Third Party Requirements, Standard Clauses for all New York State Contracts, and Exhibits which are hereby made a part of the original contract documents and are annexed hereto:

FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS

Appendix A – BUY AMERICA CERTIFICATION

Appendix A1 – DISCLOSURE OF LOBBYING ACTIVITIES

**Appendix A2 – CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

**Appendix A3 – CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Appendix B – REQUIRED CONTRACT PROVISIONS DBE Program

Appendix C – DETERMINING GOOD FAITH EFFORTS

Appendix D – SAMPLE PRIME CONTRACTOR AWARD LETTER

Appendix E – MINORITY OWNED FINANCIAL INSTITUTIONS

**Appendix F – PREVAILING WAGE RATES, CURRENT DAVIS-BACON PREVAILING
WAGE RATES**

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

DBE FORMS:

AAP 15 FTA Rev. (1/14)	DESIGNATION OF AFFIRMATIVE ACTION (REPRESENTATIVES BY CONTRACTORS/SUBCONTRACTORS)
AAP10 (01/14)	NYC Department of Transportation DBE SOLICITATIONS LOG
AAP 19 FTA (1/14)	NEW YORK CITY DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE SCHEDULE OF UTILIZATION
AAPHC 89 FTA (1/14)	NEW YORK CITY DEPARTMENT OF TRANSPORTATION DBE UTILIZATION WORKSHEET
AAPHC 89-1 FTA (1/14)	NEW YORK CITY DEPARTMENT OF TRANSPORTATION DBE UTILIZATION WORKSHEET AMENDMENT
AAP 21LL (FTA) (rev. 1/14)	NYC Department of Transportation Contractor Report of Contract Payments
AAP 22 (12/08)	PRE-AWARD D/M/WBE MATERIAL SUPPLIER COMMITMENT INFORMATION
AAP 23LL (2/11)	PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION
	SUBCONTRACTOR/CONSULTANT PROFILE FORM
	INITIAL LIST OF SUBCONTRACTORS
	SUBCONTRACTOR/SUBCONSULTANT MONTHLY PAYMENT REPORT
	AGENCY CHIEF CONTRACTING OFFICE, CIVIL RIGHTS COMPLAINT FORM
	ANNUAL LIST OF SUBCONTRACTORS

In addition to compliance with the above FTA requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the FTA Regulations shall take precedence.

3. All references to M/WBE within the Bid Documents shall be deleted and the Disadvantaged Business Enterprise (DBE) requirements with a goal of 10% shall be substituted.

4. Amendments to Information for Bidders:

- a) Refer to Page 6, SECTION 20. Low Tie Bids;
Delete Article 20, in its entirety, and substitute the words "ARTICLE 20. (NO TEXT)".
- b) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);
Delete the SECTION 37, in its entirety, and substitute the words "ARTICLE 37. (NO TEXT)". See FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS attachment, Article 28. Disadvantaged Business Enterprise (DBE)(49 CFR Part 26) and Appendices B, C, D, and E.

5. Amendments to Standard Construction Contract:

- a) Refer to Page 29, ARTICLE 21. RETAINED PERCENTAGE;
Delete Article 29, in its entirety;
Substitute the following:

"ARTICLE 21. (NO TEXT)"

- b) Refer to Page 74 and 75, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;
Delete Article 67, in its entirety, and substitute the words "ARTICLE 67. (NO TEXT)".
See FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS attachment, Article 29. Disadvantaged Business Enterprise (DBE)(49 CFR Part 26) and Appendices B, C, D, and E.

6. Amendments to the NYC Department of Transportation Standard Highway Specifications, Volume I, General Conditions:

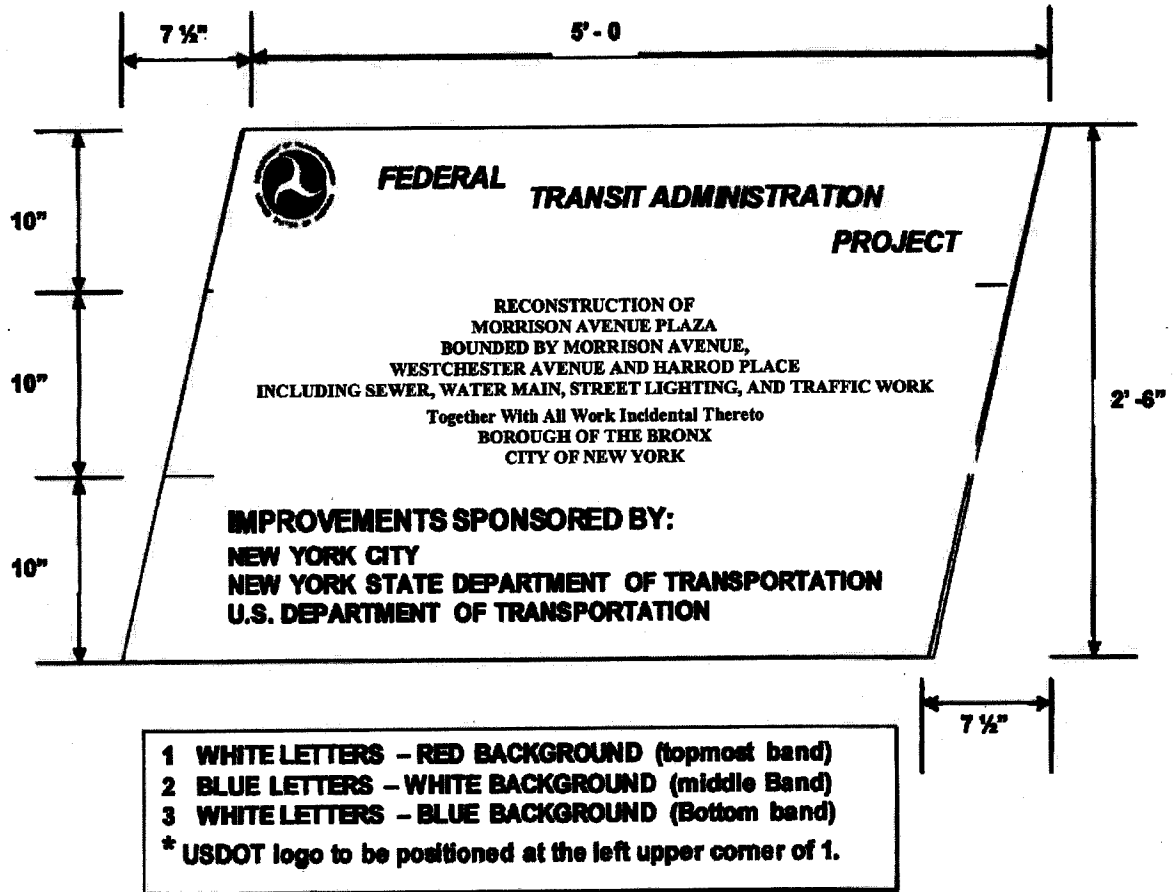
- a) Refer to Pages 36 through 38, Article 1.06.46. Project Sign;
Add the following text to the end of Article 1.06.46:

"(B) ADDITIONAL FTA PROJECT SIGN

In addition to the Project Sign specified in Subsection 1.06.46.(A), above, the Contractor shall also be required to furnish and install an FTA Project Sign as shown on the attached drawing. The FTA Project Sign shall be posted and maintained upon the site at a point and in a prominent position where directed by the Commissioner. The Contractor shall protect and repair the sign from damage during the continuance of

work under the Contract. In addition, the requirements for Sign Quality, Schedule, and Removal as specified under Subsection 1.06.46.(A)2, 3, and 4 shall also apply to the FTA Project Sign and the sign panel material shall be the same as that used for the Project Sign required under Subsection 1.06.46.(A), but with the dimensions of the sign as shown on the attached drawing."

FTA PROJECT SIGN



PROJECT ID. HWPLZ004X

(NO TEXT ON THIS PAGE)

**FEDERAL TRANSIT ADMINISTRATION
(FTA)
THIRD PARTY REQUIREMENTS**

March 2015

The Third Party Requirements in this contract comply with the standard terms and conditions as outlined in the Federal Transit Administration (FTA) Fiscal Year (FY) 2015 Master Agreement authorized by 49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.

For purposes of the FTA Third Party Requirements, "the City" shall mean the New York City agency that procured the contract in which this document is incorporated.

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

1. FLY AMERICA (49 U.S.C. § 40118, 41 CFR Part 301-10)

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA (49 U.S.C. 5323 (j), 49 CFR Part 661)

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

3. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d), 49 CFR Part 604)

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(F), 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE (46 U.S.C. 55305, 46 CFR Part 381)

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill of lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq., 49 CFR Part 41)

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. ENERGY CONSERVATION (42 U.S.C. 6321 et seq., 49 CFR Part 622, subpart C)

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. CLEAN WATER (33 U.S.C. 1251-1377)

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251-1377. The Contractor agrees to report each violation to recipient and understands and agrees that recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. BUS TESTING (49 U.S.C. 5318(e), 49 CFR Part 665)

Bus Testing - The Contractor agrees to comply with 49 USC 5318 (e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

10. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (49 U.S.C. 5323, 49 CFR Part 663)

The Contractor agrees to comply with 49 U.S.C. §5323(m) and FTA's implementing regulation 49 CFR Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

11. LOBBYING (31 U.S.C. 1352, 49 CFR Part 20)

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

12. ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325 (g), 49 CFR §18.36(i)(10), 49 CFR § 19.53 (e) until USDOT promulgates new regulations that will supersede and apply in lieu of 49 CFR parts 18 and 19 and 49 CFR 633.15)

The Contractor shall comply with the following access to records requirements:

1. In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. § 18.40 (e) or 49 CFR § 19.51 (g) to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the City, in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined in 49 U.S.C. 5302(a) (1) through other than competitive bidding, the Contractor shall make available records related to the contract to the City, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts, reports and other related documents required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (Reference 49 CFR 18.39 (i)(11)).

5. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/ Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/ 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Project	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (g)

² 49 CFR 633.15

³ 49 CFR 18.36 (i)

SAT: Source Acquisition Threshold

13. FEDERAL CHANGES (49 CFR Part 18)

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. BONDING REQUIREMENTS

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the City as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned bidder agrees to indemnify the City and pay over to the City the difference between the bid security and the City's total damages, so as to make the City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.

2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

(a) The following situations may warrant a performance bond:

1. The City property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A Contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.

2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million

but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the City, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

15. CLEAN AIR (42 U.S.C. § 7606, 42 U.S.C. § 7401-7671, 40 CFR 15.61, 49 CFR Part 18)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to

NYCDOT and understands and agrees that NYCDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2) **Withholding** - The City 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 Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

(1) The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C 3801 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5323(l))

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the contractor the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001, or other applicable federal law to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION (49 U.S.C. Part 18, FTA Circular 4220.1F)

The Contractor agrees to include these provisions in all subcontracts in excess of \$10,000.

a. Termination for Convenience (General Provision) - The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid to the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) - The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the period of time specified by the City after receipt by Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the

Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach - In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) - The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

g. Termination for Default (Transportation Services) - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract, or any extension thereto, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. the City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City, acts of another Contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended.

The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

i. Termination for Convenience of Default (Cost-Type Contracts) -The City may terminate this contract, or any portion of it, by serving a notice of termination to the Contractor. The notice shall state whether the termination is for convenience of the City or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City, or property supplied to the Contractor by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
(2 C.F.R. part 180, 2 C.F.R. part 1200, Executive Orders 12549/12689)

Suspension and Debarment - The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Contractor agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT (5 U.S.C. 552)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. 623, 42 U.S.C. 2000, 42 U.S.C. § 6101 et seq., 42 U.S.C. 12112, 42 U.S.C. § 12101 et seq., 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.)

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note and as further amended by Executive Order 13672), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, sex, gender identity, age, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, Section 4 of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § §621 through 634, and 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor shall also agree to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments that the FTA may issue.

(d) **Limited English Proficiency (LEP)** - Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and USDOT/FTA, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005. Contractors will comply, based on receipt of Federal funding through the City and assisting the City in fulfilling its responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations in accordance to FTA Circular 4702.1.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18, FTA Circular 4220.1F)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

26. PATENT AND RIGHTS IN DATA (35 U.S.C. § 200 et seq., 37 CFR Part 401, 49 CFR Parts 18 / 19)

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting

from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in 35 U.S.C. § 200 et seq., and in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA

27. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS - Applicability - Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

28. PRE-EMPTION OF STATE, TERRITORIAL, AND LOCAL LAW

If a Federal law pre-empts a State, territorial, or local law, regulation, or ordinance:

(a) The Subrecipient or Contractor must comply with Federal law and regulations.

(b) This Agreement, however, does not require the Subrecipient or Contractor to take any action that would violate State, territorial, or local law, regulations, or ordinances.

(c) If compliance with any provision of Federal law or regulations or this Agreement violates or would require the Subrecipient or Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Subrecipient or Contractor agrees to:

(1) Notify New York City Department of Design and Construction (NYCDDC) immediately in writing, and

(2) Make appropriate arrangements with NYCDDC to:

a. Proceed with the Project or,

b. Terminate the Project expeditiously, if necessary.

29. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (Section 1101(b) of MAP-21, 23 U.S.C. § 101 note; 49 CFR Part 26)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 11.4%. The FTA DBE goal for architectural and engineering services is 11%, and a general construction contract is 13%. The DBE goal is 3% for marine contracts.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the

assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the Contractor's commitment;
6. If the contract goal is not met, evidence of good faith efforts should be provided by the City. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance;
7. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor may not hold retainage from its Subcontractors. The Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the City and Contractor's receipt of the partial retainage payment related to the Subcontractor's work; and
8. The Contractor must promptly notify the City, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA CIRCULAR 4220.1F)

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING (49 U.S.C. 5331, 49 CFR Part 655)

FTA's drug and alcohol rules, 49 CFR 655, respectively, are unique among the regulations issued by FTA. First, they require that the City ensures that any entity performing a safety-sensitive function on the City's behalf (usually Contractor and/or Contractors) implement a complex drug and alcohol testing program that complies with Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the City's compliance

with the rules; thus, the City is not in compliance with the rules unless every entity that performs a safety-sensitive function on the City's behalf is in compliance with the rules. Third, the rules do not specify how the City ensures that its Contractors comply with them.

How the City does so depends on several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the City has with the Contractor, and the financial resources available to the City to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways that the City can ensure that it's Contractor and/or contractors comply with the rules.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of New York, or the City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before January 30th and to submit the Management Information System (MIS) reports before March 15th to the Commissioner of the City or his/her designee. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt the City's policy statement as required under 49 CFR 655; OR (c) submit for review and approval to the City, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: (to be determined by the City, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Intelligent transportation system property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. § 517(d), FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

33. AMERICANS WITH DISABILITIES ACT (ADA) FOR ROLLING STOCK

Rolling stock must comply with the accessibility requirements of USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint Architectural Transportation Barriers Compliance Board (ATBCB)/USDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. The City advises third party contractors operating public transportation services to review the requirements for public entities in this context.

Appendix A

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Appendix A1

DISCLOSURE OF LOBBYING ACTIVITIES

I _____ hereby certifies on behalf of _____
name and title of company representative name of company

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that shall certify and disclose accordingly.

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

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix A2

**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide the City with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to the City.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

Appendix A3

**CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Subcontractor/Supplier _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Subcontractor agrees to provide the Contractor with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to the City.

NOTE: If for any reason the Subcontractor/Supplier is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE SUBCONTRACTOR/SUPPLIER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

Contractor Note:

Contractor must require all Subcontractors/Suppliers to complete this certification and Contractor shall submit the certifications to the City as they are received.

Appendix B

REQUIRED CONTRACT PROVISIONS

DBE Program

FTA assisted contracts that the City lets will include, as appropriate, the model contract provisions that are included as Appendix B and incorporated herein. NYCDOT shall have discretion to modify the provisions for particular contracts as needed. These required contract provisions consist of:

1. Notice of DBE Contract Requirements in the Invitation for Bids and/or Request For Proposals
2. General Conditions
 - a. Assurances
 - b. DBE Policy
 - c. DBE Obligation
 - d. Prompt Payment to Subcontractors
 - e. Legal and Contract Remedies
 - f. Contractor Reporting Requirements
 - g. Retainage Policy

1. Notice of DBE Contract Requirements in the Invitation for Bids

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

Disadvantaged Business Enterprise (DBE) Requirements

NYCDOT requires all DBE Utilization forms to be provided on new contracts by the prime contractor within seven (7) calendar days of the bid opening.

The successful Proposer/Bidder will be required to meet a NYCDOT Disadvantaged Business Enterprise (DBE) goal. The agency's goals are found in Section 29 of the Third Party Requirements. The DBE contract goal is based on the total value of the contract(s), which should be subcontracted to a DBE firm or firms. To be qualified as a DBE, a firm should be certified in the NYS Unified Certification Program (NYSUCP), in accordance with Federal Regulation 49 CFR Part 26.

Only firms certified by the NYSUCP as DBEs are eligible to be used by the contractor in order to meet the DBE participation goal set on a NYCDOT Federally funded contract.

The NYSUCP Directory can be found at: <http://www.nysucp.net>

2. General Conditions

All applicants and recipients shall agree to abide by the statements in paragraphs (a) through(e) listed below:

a. Assurances – Section 26.13

Each financial assistance agreement signed with a NYCDOT operation administration (of a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT- assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT- assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).

Each prime contractor's contract signed with a subcontractor and/or each subcontractor's contract signed with a lower tier contractor must include the following assurance:

The contractor, sub -recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

b. DBE Policy

It is the policy of USDOT that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."

c. DBE Obligation

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of US DOT assisted contracts.

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

New York City Department of Transportation
ACCO Office of Contract and Compliance
55 Water Street
8th Floor
New York, New York 10041

Attn: Charles Bartolotta, DBE Contract Compliance Officer

d. Prompt Payment to Subcontractors

In accordance with NYCDOT's DBE Program, the Contractor shall pay all Subcontractors for work that has been satisfactorily performed no later than seven (7) days from the date of the Contractor's receipt of progress payments by the City unless a shorter duration is stated elsewhere in the contract. Within seven (7) days of satisfactory completion of all work payment is required to be paid to the Subcontractor.

e. Legal and Contract Remedies

The DBE Compliance Unit shall monitor and track the actual DBE participation through contractor and subcontractor reports of payments, and other appropriate monitoring, as further described in this Program Plan. The DBE Representative shall ensure that DBE participation is counted toward contract goals and the overall annual goal in accordance with the Regulations. In accordance with 49 CFR Part 26, prime contractors may not terminate sub-contractors for convenience. When DBE contractors are terminated, prime contractors will be required to substitute DBE sub-contractors in order to meet its DBE commitment.

The City will monitor compliance of its contractors on FTA assisted contracts within the requirements of the Regulations and the DBE Program. The City may impose such contract remedies as are available under federal, state and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

f. Contractor Reporting Requirements

New York City Department of Design Construction (NYCDDC) is required to utilize the NYCDOT DBE Program Plan and comply with USDOT regulations 49 CFR Part 26.

NYCDDC, its contractors and subcontractors are subject to contract compliance reviews to ensure that DBE requirements are being met. They are expected to cooperate with the NYCDOT DBE Representative during desk audits and / or on-site reviews. NYCDOT has a Field Representative responsible for project oversight to ensure that contract work is being performed by designated DBE sub-contractors and that the NYCDDC Project Accountant tracks payments to ensure that project goals, when applicable, are followed. The Compliance Officer, and Field Representative also reports work and payment progress to the Project Accountant who then tracks DBE utilization with the DBE Representative. The DBE Compliance Officer and DBE Representative ensure that sub-contractor DBE participation is credited to overall goals after the DBE has received payments.

A sample of our DBE Commitment Letter specifying the Prime Contractors DBE Responsibilities is attached as Appendix D.

g. Retainage Policy

NYCDOT has made a determination that **NO RETAINAGE WILL BE HELD ON FTA FUNDED CONTRACTS.**

NYCDDC must ensure prompt and full payment from the Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Appendix C

DETERMINING GOOD FAITH EFFORTS PRIOR TO BID

In the event that the apparent low Bidder has not provided evidence of meeting the DBE goal as required by the contract along with its BID, the Department will review the apparent low Bidder's efforts to obtain DBE subcontractors/vendors in order to determine whether such Bidder has in fact made good faith efforts to meet the required DBE goal percentage. In order to make such determination, the Department will consider the quality and quantity of the efforts that the Bidder has made. The following is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or efforts may be relevant in appropriate cases.

1. Efforts to secure participation by certified DBE firms to perform contract work. Only DBEs certified by the NYSUCP shall be used to fulfill the established goal on Federal-Aid contracts.
2. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder shall solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial responses to the Bidder's inquiries.
3.
 - a. The Bidder shall, at a minimum, seek certified DBEs in the same geographic region where the contract is located. This is defined as a one hundred (100) kilometer radius around the city, town or borough where the contract is located as identified in the contract books. For specialty work such as pavement markings, guide rail, etc., the Bidder shall, at a minimum, solicit on an upstate or downstate basis, depending upon the location of the contract.
 - b. Identification of upstate and downstate and areas within a 100 kilometer radius is available through the NYSUCP website, which is accessible on the Internet at www.nysucp.net. For bidders who do not have internet capability, a hard copy solicitation report for a specific contract can be requested by contacting the Office of Contract and Compliance Unit at (212) 839-9411.
4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal(s) will be achieved. This includes, where appropriate, either breaking down operations within the contract or combining like or related operations in the contract into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6.
 - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE's Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE's subcontractors and material suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications

for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. The fact that there may be some additional cost involved in finding and using DBEs is not itself sufficient reason for a Bidder's failure to meet contract DBE goal(s), as long as such costs are reasonable.

7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City.
8. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.
9. Effectively using the services of available disadvantaged business focused media, trade associations, and contractors' groups; local, state, and Federal disadvantaged business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
10. All bidders shall keep records of efforts to solicit and negotiate with DBEs, using the Solicitation Log as a continuing record of pre- and post-letting solicitation activity. When submitting a DBE Schedule of Utilization to the City, the Apparent Low Bidder will attach the log, together with the supplemental information specified in the instructions for the Solicitation Log as evidence of good-faith efforts when the established DBE goal(s) for the contract have not been met utilizing certified DBEs. Such supplemental efforts shall include at least the following:
 - a. All envelopes of solicitation inquires that were returned as undeliverable; and
 - b. Any quotations submitted by DBEs that are not included in the DBE Schedule of Utilization with an explanation for the Bidder's action in case.
11. Promptly executing an agreement with DBE Subcontracts/vendors.

Appendix D

SAMPLE PRIME CONTRACTOR AWARD LETTER

Date

Prime Contractor Winner, Inc.
Attn: Mr. Buck Stops Here, President
1111 Bottom Line Street
Anywhere, New York 10000

Re: Contract Name and/or Description

Dear Mr. John Doe:

Your Company was awarded and recently executed the above listed contract with NYCDDC. Part of the consideration in awarding the contract was the Disadvantaged Business Enterprise (DBE) participation that you listed in the bid/proposal document.

Please be advised that you will be required to meet your Disadvantaged Business Enterprise Goals of 11%

You have listed the following DBE firm(s) and the dollar amounts of their subcontracts:

ABC Electrical Co.	Electrical Contracting	\$xx,xxx
DEF Plumbing	Plumbing Contracting	\$xx,xxx
GHI Roofing	Roofing Contracting	\$xx,xxx
JKL Printing Co.	Printing	\$xx,xxx

The DBE firm(s) listed above represent(s) your commitment to NYCDOT's DBE program and each respective DBE firm.

To ensure the integrity of the DBE program, NYCDOT has developed DBE compliance procedures that should be followed during this contract. NYCDOT's DBE Department and Contract Administrator should be notified in writing prior to any material changes from the above commitments. Also, any changes should be for real and substantial reasons. Frivolous and/or unsubstantiated changes are unacceptable.

Please provide to the DBE Department, within 3 calendar days of execution, a copy of your executed subcontract with each DBE firm. A letter of commitment signed by both an authorized representative of your firm and the DBE firm may be submitted instead of signed subcontracts. The letter should verify the subcontract dollar amount, the general work scope, and affirm the absence of subcontract restrictions or requirements that are unfair, burdensome, outside of normal business practices, unjustly punitive, etc. There should be a letter for each DBE firm.

Also, you must attach NYCDOT's **DBE Expenditure Report** (see contract compliance manual) with each invoice/payment request that you submit to NYCDDC's Contract Administrator. This report is designed to provide an accounting of monthly and year-to-date payments made to the DBE firm(s) that you have subcontracted with above.

The DBE Expenditure Report reflects the dollars that will be paid to each DBE firm from your submitted invoice/payment request. Evidence of payments (i.e. copy of canceled checks, copy of check register, etc.) may be periodically requested. NYCDDC may not authorize payment unless the DBE Expenditure Report accompanies your invoice/payment request.

Finally, please submit a DBE projected work schedule (i.e. a breakdown by month of expected DBE activity). Updates of the projected work schedule should be submitted as needed over the life of the contract.

Failure to comply may result in breach of contract and it may jeopardize future contracts with NYCDDC.

If you have any questions you may contact NYCDOT's Contract Compliance Unit at (212) 839-9411 or email us at accomail@dot.nyc.gov.

Thank you for your continued commitment and cooperation.

Cordially,

DBE Administrator

cc: Every DBE Firm Listed Above
Appropriate Project Manager, NYCDOT
Contracts Administrator, NYCDDC
Purchasing Administrator, NYCDOT
DBE File, NYCDOT
Others As Needed

Appendix E

MINORITY OWNED FINANCIAL INSTITUTIONS

All contractors are encouraged to use Minority Owned Financial Institutions. A list can be found at <http://www.federalreserve.gov/releases/mob/>.

Appendix F

PREVAILING WAGE RATES
CURRENT DAVIS-BACON PREVAILING WAGE RATES

Bidders and the selected Contractor, if any, shall be responsible for confirming and adhering to the actual Davis-Bacon Wage Rates in effect at any time after the issuance of this IFB including, without limitation, during the Contract Term. Federal Davis-Bacon Wage Rates may be accessed through the U.S. Department of Labor's Website at: <http://www.wdol.gov/wdol/scafiles/davisbacon/ny.html>.

General Decision Number: NY180003 05/25/2018 NY3

Superseded General Decision Number: NY20170003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	02/16/2018
5	04/06/2018
6	04/20/2018
7	05/18/2018
8	05/25/2018

ASBE0012-001 01/01/2018

Rates

Fringes

Asbestos Workers/Insulator

Includes application of
all insulating materials,
protective coverings,
coatings and finishes to
all types of mechanical
systems.....\$ 70.47

35.25

HAZARDOUS MATERIAL HANDLER.....	\$ 39.00	12.75
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BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 60.18	26.84
MASON - STONE.....	\$ 62.67	30.59

BRNY0001-002 07/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 52.62	26.12

BRNY0004-001 01/01/2018

	Rates	Fringes
MARBLE MASON.....	\$ 58.53	36.22

BRNY0007-001 07/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 53.03	34.26
TERRAZZO WORKER/SETTER.....	\$ 54.63	34.28

BRNY0020-001 01/01/2018

	Rates	Fringes
MARBLE FINISHER.....	\$ 46.66	34.03

BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS.....	\$ 40.89	26.69

BRNY0052-001 06/05/2017

	Rates	Fringes
Tile Layer.....	\$ 49.97	26.96

BRNY0088-001 01/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 53.45	34.77

CARP0001-009 07/01/2016

	Rates	Fringes
CARPENTER		
Carpenters.....	\$ 52.50	45.58
Soft Floor Layers.....	\$ 50.50	45.18

CARP0740-001 08/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 52.10	52.21

CARP1556-006 07/01/2017

	Rates	Fringes
Dock Builder & Piledrivermen		
DOCKBUILDERS.....	\$ 52.63	48.96

CARP1556-007 07/01/2017

	Rates	Fringes
Diver Tender.....	\$ 47.34	48.96
Diver.....	\$ 66.66	48.96

CARP1556-011 07/01/2017

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 48.00	48.46

ELEC0003-001 05/10/2017

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 56.00	70.718%+14.75+a
Jobbing, and maintenance		
and repair work.....	\$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,
Washington's Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Election Day, Thanksgiving Day,
the day after Thanksgiving Day, and Christmas Day

ELEC1049-001 04/02/2017

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman.....	\$ 32.31	21.94
Heavy Equipment Operator....	\$ 43.08	25.27
Lineman and Cable Splicer....	\$ 53.85	28.62
Tree Trimmer.....	\$ 30.09	14.12

ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	42.103+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0014-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 92.76	31.15
GROUP 2.....	\$ 76.51	31.15
GROUP 3.....	\$ 78.96	31.15
GROUP 4.....	\$ 77.07	31.15

GROUP 5.....	\$ 75.55	31.15
GROUP 6.....	\$ 72.53	31.15
GROUP 7.....	\$ 73.90	31.15
GROUP 8.....	\$ 71.78	31.15
GROUP 9.....	\$ 70.24	31.15
GROUP 10.....	\$ 67.16	31.15
GROUP 11.....	\$ 62.73	31.15
GROUP 12.....	\$ 64.13	31.15
GROUP 13.....	\$ 64.63	31.15
GROUP 14.....	\$ 48.73	31.15
GROUP 15.....	\$ 45.27	31.15
POWER EQUIPMENT OPERATOR (PAVEMENT-HEAVY & HIGHWAY)		
Asphalt Plants.....	\$ 59.14	31.15+a
Asphalt roller.....	\$ 69.91	31.15+a
Asphalt spreader.....	\$ 71.78	31.15+a
POWER EQUIPMENT OPERATOR (STEEL ERECTION)		
Compressors, Welding Machines.....	\$ 45.34	31.15
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....	\$ 76.43	31.15
Three drum derricks.....	\$ 79.54	31.15
POWER EQUIPMENT OPERATOR (UTILITY)		
Horizontal Boring Rig.....	\$ 68.25	31.15
Off shift compressors.....	\$ 56.70	31.15
Utility Compressors.....	\$ 44.98	31.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: All drills, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50
 150' to 249' boom - add .75
 250' to 349' boom - add 1.00
 350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75
 150' to 249' boom - add 2.00
 250' to 349' boom - add 2.25
 350' to 450' boom - add 2.75
 Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

 ENGI0014-002 07/01/2016

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 71.85	31.15+a
GROUP 2.....	\$ 76.12	31.15+a
GROUP 3.....	\$ 69.39	31.15+a
GROUP 4.....	\$ 63.12	31.15+a
GROUP 5.....	\$ 47.26	31.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS**GROUP 1: Double drum**

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

ENGI0015-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 60.69	32.95
GROUP 4.....	\$ 57.42	32.95
GROUP 5.....	\$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a similar nature, Vac-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers, and Turn-a Pulls, Tugger Hoist (used exclusively for handling excavated material), Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers, Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers, Loaders- Rubber-tired and Tractor, Barber Greene, Eimco Loaders and Eimco Backhoes, Mighty Midget and

similar breakers and tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature, Locomotives ten (10) tons or under, Mini-Max, Break-Tech and machines of a similar nature, Milling Machines, robotic and demolition machines and machines of a similar nature including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

ENGI0015-002 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
BUILDING		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 57.42	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Gunite machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll

week in which the holiday occurs

IRON0040-002 07/01/2017

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 50.05	72.53

IRON0046-003 07/01/2017

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.28	20.62

IRON0197-001 07/01/2017

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 48.17	38.95

IRON0361-002 07/01/2017

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 50.05	72.53

IRON0580-001 01/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 44.00	50.57

LAB00006-001 07/01/2016

	Rates	Fringes
LABORER (Cement and Concrete Workers).....	\$ 42.48	17.35

LAB00029-001 07/01/2017

	Rates	Fringes
Laborers: Heavy Blasters (hydraulic trac drill).....	\$ 47.15	35.49
Blasters.....	\$ 46.27	35.49
Hydraulic Trac Drill.....	\$ 41.29	35.49
Jackhammers, Chippers,		

Spaders, Concrete		
Breakers, All Other		
Pneumatic Tools, Walk		
Behind Self-Propelled		
Hydraulic Asphalt and		
Concrete Breaker.....	\$ 39.34	35.49
Powder Carriers.....	\$ 35.17	35.49

LAB00078-001 12/01/2016

	Rates	Fringes
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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).....	\$ 36.00	16.20

LAB00079-001 07/01/2017

	Rates	Fringes
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Laborers Building Construction

Common or General Laborer...	\$ 40.15	28.34
Demolition Laborers		
Tier A.....	\$ 38.48	26.17
Tier B.....	\$ 27.06	19.38
Mason Tenders.....	\$ 39.80	27.30

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LAB00147-001 07/01/2016

	Rates	Fringes
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LABORERS (FREE AIR & TUNNEL).....	\$ 72.67	47.72
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Maintenance Men, Inside Muck Lock Tenders, Pump Men,
Electricians, Cement Finishers, Caulkers, Hydraulic Men,

Shield Men, Monorail Operators, Motor Men, Conveyor Men,
Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men
Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout
Men, Gravel Men, Form Workers, Concrete Workers, Tunnel
Laborers, Mole Nipper (one (1) Mole Sipper per Working
Shaft per Shift for up to and including Two (2) Moles

LAB00731-001 07/01/2016

	Rates	Fringes
LABORER		
Building, Heavy and Residential Construction		
LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil))/CEMENT/CONCRETE.....	\$ 41.00	38.53
UTILITY LABORER.....	\$ 40.85	38.53

Paid Holidays: Labor Day and Thanksgiving Day

LAB01010-001 07/01/2017

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer..	\$ 41.98	40.28
FORMSETTERS.....	\$ 45.85	40.28
LABORERS.....	\$ 41.98	40.28
Landscape Planting & Maintenance.....	\$ 41.98	40.28
Maintenance Safety Surface..	\$ 41.98	40.28
Slurry/Sealcoater/Play Equipment Installer.....	\$ 41.98	40.28
Small Equipment Operator (Not Operating Engineer)...	\$ 41.98	40.28
Small Power Tools Operator..	\$ 41.98	40.28

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day,
Columbus Day, Election Day and Thanksgiving Day, provided
the employee has worked one (1) day in the calendar week in
which the said holiday occurs.

LAB01010-002 07/01/2017

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 46.45	40.28
Raker.....	\$ 45.85	40.28
Screedperson.....	\$ 46.45	40.28
Shoveler (Production Paving Only).....	\$ 42.37	40.28

Small Equipment Operator

(Asphalt).....	\$ 42.37	40.28
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* PAIN0009-001 05/01/2018

	Rates	Fringes
GLAZIER.....	\$ 29.05	18.88
PAINTER		
Painters, Drywall		
Finishers, Lead Abatement		
Worker.....	\$ 45.70	27.67
Spray, Scaffold and		
Sandblasting.....	\$ 48.70	27.67

PAIN0806-001 10/01/2017

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	38.93

* PAIN1974-001 12/27/2017

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 47.82	24.41

PLAS0262-001 08/01/2017

	Rates	Fringes
PLASTERER.....	\$ 45.58	25.87

PLAS0262-002 08/01/2017

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 45.58	25.87

PLAS0780-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.97	39.56

PLUM0001-001 07/01/2016

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND		
SERVICE		
Any repair and/or		
replacement of the		
present plumbing system		

that does not change the
 existing roughing.....\$ 39.92 14.41
 PLUMBERS:.....\$ 67.25 29.30

PLUM0638-001 12/28/2016

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 61.81	48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-003 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 41.50	32.37

SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

TEAM0282-001 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 42.68	46.9025+a
Euclids & Turnapulls.....	\$ 42.78	46.9025+a
High Rise.....	\$ 50.36	46.0925+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 share each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: ops@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbccertification@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**DESIGNATION OF AFFIRMATIVE ACTION REPRESENTATIVES
BY CONTRACTORS/SUBCONTRACTORS**

In accordance with Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) Utilization participation requirements of the New York City Department of Transportation contract identified below, the following information shall be furnished by the contractor and all subcontractors prior to approval to work.

1. **Contract No.** _____ 2. **County** _____

3. **Contractor:** ☐ or **Subcontractor:** ☐

Name _____

Address _____

City/State/Zip _____

4. **Equal Employment Opportunity Officer:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone () _____

5. **Contract Site Equal Employment Opportunity Representative:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone () _____

6. **Disadvantaged/ Minority/Women's Business Enterprise (D/M/WBE) Officer:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone () _____

7. **Designation Submission:** ☐ Initial ☐ Revised

This form shall accompany DBE pre-award submittals AAPHC 89 to the Contract Compliance Unit.

NYC Department of Transportation DBE SOLICITATION LOG

Contract No. _____ County _____ Letting Date ____/____/____ Date Submitted ____/____/____ Page ____ of ____

Contractor Name & Address _____ Contract Name: _____

E-Mail: _____ Telephone No: () - _____

	Firm Name Contact	Program	Telephone No. E-Mail Address	NYSDOT Work Code(s)	Date of Contact	Method(s) of Contact	DBE Response Code(s)	Bidder Action Code(s)
1		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
2		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
3		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
					/ /	Select One		
4		Select One	() -		/ /	Select One		
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5		Select One	() -		/ /	Select One		
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6		Select One	() -		/ /	Select One		
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7		Select One	() -		/ /	Select One		
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8		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
9		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
10		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		

DBE Response Codes 11- Submitted Written Quote 12- Submitted Verbal Quote 13- Negotiating with prime 14- Developing Quote
21- Not Certified for Items(s) 22- Location Unacceptable 23- No Price Agreement 24- No Time for Bid 25- Schedule Unacceptable 26- Other
31- Selected 32- Unavailable 33- No Longer in Business 34- Undeliverable 35- Unreachable 36- Unresponsive 37- Not Selected

1. The low bidder must complete all appropriate sections of this form as a prerequisite to contract award or to any amendment to approved DBE Utilization.
2. For initial contract award, this form must be accompanied by a completed form AAPHC89 (DBE Utilization Worksheet) for each DBE that will be utilized in the contract.
3. For amendment to an approved award this form must be accompanied by a completed form AAP 89 for any DBE that is to be added to the original utilization plan; and/or by a completed form AAP 89-1 (DBE Utilization Worksheet Amendment) for any DBE whose approved utilization is to be changed.
4. Describe DBE Utilization as one of the following:
 SC - Subcontract Construction TS - Trucking or Services MS - Materials or Supplies *(60% credit applied for MS)
5. The dollar value of utilization for each DBE is the actual amount to be paid to the DBE, not the contract item bid price.

CHECK ONE: ☒ **Schedule for Initial Contract Award**
☐ **Schedule for Amending Utilization**

Bidder _____
Address _____

Phone _____
F.E. ID No. _____

Contract No. _____
Fed. Aid Project No. _____
Location (County) _____
Bid Date _____
Total Amt. Bid \$ _____

DBE Goal	% x Total Amt. Bid = \$
-----------------	--------------------------------

DBE UTILIZATION
(Firm Name)

**Fed. Emp. ID
No.**

**Utilization
as
(See Instruction 4.)**

**Dollar Value
of Utilization
(See Instruction 5.)**

[illegible]**TOTAL DBE UTILIZATION = \$**

Date _____

Signature**Title**

The Bidder has has not demonstrated good faith efforts to secure DBE utilization in satisfaction of the contract goals as required by the contract specifications.

Date: _____

Signature: _____

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. <div style="text-align: center;">OF</div>	DATE SUBMITTED			
CONTRACTOR		SUBCONTRACTOR					
NAME _____		NAME _____					
ADDRESS _____		ADDRESS _____					
PHONE _____		PHONE _____					
FED. ID No. _____		FED. ID No. _____					
<p>The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.</p> <p>This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.</p> <p>No Work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Contract Compliance Director. The signators below agree that violations of the foregoing may result in no payment by the City for the related work.</p> <p>No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.</p>		EST. BEGINNING DATE		EST. COMPLETION DATE			
		(Mo & Yr)____/____		(Mo & Yr)____/____			
Contractor's Signature		Subcontractor's Signature		Date			
Date		Date					
	ITEM No.	NAME	< 100 %	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1							
2							
3							
4							
5							
6							
7							
8							
9							
TOTALS: \$				\$	\$	\$	
<p>The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. CCU approval of an Approval to Subcontract form AAPHC 89 is required prior to subletting or otherwise assigning any part of the contract.</p>							
APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:						DATE APPROVED ____/____/____	

NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET

New York City Department of Transportation DBE General Provisions requires that prior to contract award, Contractors must obtain written consent of the NYCDOT to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet has been designated for use as form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheets are to be submitted directly to CCU as attachments to a revised Utilization Plan, form AAP 19.

CONTRACT No.: Enter New York City contract number. (Example: BRC100)

COUNTY: Enter name of county or counties of this project. (Example: Bronx)

F.A. Project No.: Enter only for Federal Aid Projects. (Example: I-87-3(177))

PAGE No.: Enter 1 of 1, 1 of 2, or 2 of 2 etc. Use additional forms as needed.

DATE SUBMITTED: Enter date completed forms are submitted to OCC (MM/DD/YY)

CONTRACTOR AND SUBCONTRACTOR DATA: Enter names, and addresses (including ZIP code), telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Subcontractor.

EST. BEGINNING DATE: Enter estimated month and year in which subcontractor work will begin.

EST. COMPLETION DATE: Enter estimated month and year in which subcontractor work will completed.

SIGNATURES: Authorized representatives of both the prime and subcontractor sign and date.

ITEM No. AND NAME: Enter each item or specification number and name. If only part of an item is to be subcontracted check the "less than 100%" box and attach a description of the specific work to be performed.

BID AMOUNT: Enter the prime contractor total bid price for items of work being subcontracted, item by item, under appropriate heading of "Specialty" or Non-Specialty" and enter totals for each "Specialty" items, if any, are designated in the contract proposal. If only part of an item is to be subcontracted enter the amount of the prime contractor bid amount that represents the portion of the item that is being subcontracted: For other than subcontract work, i.e. material supplier and off-site trucking or other services no entry is required under "Specialty" or "Non-Specialty" headings.

DBE ONLY AGREED AMOUNT: In addition to completing the appropriate bid amount columns as described above on the utilization worksheet enter the agreed amount for each item of work to be performed by a certified DBE. Indicate if the contractor's Utilization Plan whether subcontractor, material supplier, trucker or provider of other services

TOTALS: Enter the sum of all Bid Amounts and DBE Agreed Amounts, if any.

Subcontractor Approvals and Approval Amendments will be sequentially numbered for each prime contract in the order that may be approved. An approved copy will be provided to the prime contractor and the Engineer-in-Charge of the contract in each instance.

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET AMENDMENT**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. OF	DATE SUBMITTED
---------------------	---------------	--------------------------	-----------------------	-----------------------

<p style="text-align: center;">CONTRACTOR</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>PHONE _____</p> <p>FED. ID No. _____</p>	<p style="text-align: center;">SUBCONTRACTOR</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>PHONE _____</p> <p>FED. ID No. _____</p>
---	--

The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.

EST. BEGINNING DATE	EST. COMPLETION DATE
(Mo & Yr) ____ / ____	(Mo & Yr) ____ / ____

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Contract Compliance Director. The signatories below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

Contractor's Signature	Date	Subcontractor's Signature	Date
-------------------------------	-------------	----------------------------------	-------------

ONLY LIST ITEMS TO BE ADDED, DELETED, INCREASED OR DECREASED: See Instructions.

ITEM No.	NAME	Previous or New Entry	< 100%	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1		PREV					
		NEW					
2		PREV					
		NEW					
3		PREV					
		NEW					
4		PREV					
		NEW					
5		PREV					
		NEW					
Total all PREV Bid Amounts & D/M/WBE Agreed Amounts:							
Total all NEW Bid Amounts & D/M/WBE Agreed Amounts:							
NET TOTAL AMENDMENTS:				\$	\$	\$	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. CCU approval of an Approval to Subcontract (Amended) form AAPHC 89-1 is required prior to subletting or otherwise assigning any new work shown on this worksheet.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:	DATE APPROVED / /
--	-----------------------------

**INSTRUCTIONS FOR COMPLETING FORM AAPHC 89-1
DBE UTILIZATION WORKSHEET AMENDMENT**

New York City Department of Transportation DBE Provisions requires that prior to contract award; Prime Contractors must obtain written consent of the Department to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor. The DBE Utilization Worksheet Amendment is used to describe in item detail any change (addition, subtraction, increase and/or decrease) to a previously approved worksheet.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet Amendment has been designed for use as form AAPHC 89-1, when submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheet Amendments are to be submitted directly to OCC as attachments to a revised Utilization Plan, form AAP 19.

Approval of the Utilization Worksheet Amendment conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract.

Only one DBE Utilization Worksheet is to be submitted for each subcontractor on this prime contract. DO NOT submit amendments to the item(s) or amount(s) of work proposed for a subcontractor on another form AAPHC 89. After initial forms have been filed for a given subcontractor, any amendments to the item(s) or amount(s) of work to be performed by this subcontractor will be submitted on form AAPHC 89-1.

Examples: (1) To add or delete items of work and/or increase or decrease the value of an item of work on a previously approved Utilization Worksheet: complete form AAPHC 89-1.

(2) To transfer part of a previously approved Utilization Worksheet from one subcontractor to another previously approved subcontractor: complete two sets of forms AAPHC 89-1. On the first request approval to decrease previously approved value(s) and on the second request approval to increase previously approved value(s).

(3) To transfer part of a previously approved Utilization Worksheet from one subcontractor to a new, not previously approved subcontractor: complete form AAPHC 89-1 and one form AAPHC 89. On the form AAPHC 89-1, request approval to decrease the value of a previously approved subcontract; on the form AAPHC 89, request approval to execute an entirely new subcontract with a new subcontractor.

AN AMENDMENT THAT REDUCES THE UTILIZATION OF AN APPROVED DBE MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION (i.e., a letter of unavailability from the DBE).

CONTRACT NO.: Enter NYC contract number. Example: BRC100

COUNTY: Enter name of county or counties. Example: Manhattan & Brooklyn

F.A. PROJECT No.: Enter only for Federal-Aid projects. Example: I-87-3(177)

**NYC Department of Transportation
Contractor Report of Contract Payments**

Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	PIN & Contract # <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>	County <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>	Report Date <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>						
Contractor Name and Address <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>		Subcontractor/Vendor Name and Address <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <input type="checkbox"/> Check if firm is CERTIFIED D/M/WBE							
Contractor Federal Identification Number <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>		Subcontractor/Vendor Federal Identification Number <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>							
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Total Payments Due to Date:</td> <td style="border-bottom: 1px solid black; width: 60%;"></td> </tr> <tr> <td>- Withholding to Date:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>= Total Payments to Date:</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>				Total Payments Due to Date:		- Withholding to Date:		= Total Payments to Date:	
Total Payments Due to Date:									
- Withholding to Date:									
= Total Payments to Date:									
Comments:									
Certification									
<p><small>Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or material supplier the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or material supplier within 7 calendar days of the receipt of any payment from the public owner.</small></p>									
<p><small>As an officer or the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount herein, and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.</small></p> <p>Signed: _____</p> <p>Title: _____ (For Contractor)</p>		<p align="center">PAYMENT CERTIFICATION</p> <p><small>As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein, and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.</small></p> <p>Signed: _____</p> <p>Title: _____ (For Subcontractor/Vendor)</p>							
Notarization									
<p>Sworn before me this _____</p> <p>Day of _____, _____</p> <p>_____ Notary Public</p>		<p>Sworn before me this _____</p> <p>Day of _____, _____</p> <p>_____ Notary Public</p>							
<p><small>Any person who makes a false or fraudulent statement in connection with participation of a DBE on any assisted program or otherwise violates applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.</small></p>									
<p><small>Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer in Charge for the contract.</small></p>									

NYCDOT AAP 21LL (FTA) Form Instructions:

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYC DOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the vendor to date.

Withholding to Date: Enter amount due vendor that has not been paid. Any withholding must be explained in the Comments section.

Total Payment to Date: Value of payments due to date less withholding.

Comments: Amounts recorded as withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any). If there is not enough space, then attach a letter of explanation to this form.

Signatures: Authorized representatives of both the Prime Contractor and Subcontractor/Vendor sign and date.

Notarization: The signatures must be notarized by a duly registered Notary Public.

The AAP 21LL is a cumulative to-date report of the total payments due a vendor, total withholdings, and total payments made to the vendor. The AAP 21LL is to be submitted and notarized by the 15th day of the following month to the Regional Local Project Liaison (RLPL) for each vendor due payment during the previous month or when requested by the Project Sponsor or the NYC Department of Transportation. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL should be submitted as soon as possible after the vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the vendor/subcontractor has completed its commitment.

The Prime Contractor shall submit a copy of the AAP 21LL signed by an authorized representative of their firm, to the Sponsor and to each vendor due payment on the project.

The Prime Contractor shall inform the Vendor of its responsibility to review the form for accuracy, to sign and return the form to the Sponsor, and to have the Vendor's signature on the AAP 21LL.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the New York City Department of Transportation and become a part of the records thereof and that entering any false information hereon constitutes the crime of offering a false instrument for filing in the first degree, which is a Class E Felony. (Penal Law, Section 175.35)

PRE-AWARD D/M/WBE MATERIAL SUPPLIER COMMITMENT INFORMATION

A Low Bidder that submits a D/M/WBE Utilization Pre-Award Package that includes amount(s) for Material Supply must complete this form to show how the commitment amount was determined.

Contract D _____ County

Material Supplier: _____

Address: _____

Material Work Code / Type of Material: _____ / _____

Associated Contract Pay Item (3 digit core as a minimum): _____

Commitment Amount: _____

Are these Item(s) ☐ Stockpiled or ☐ Special Ordered?

If Special Order, does the Manufacturer also sell these items on a retail basis? ☐ Yes ☐ No

Will the Materials be delivered to the Contract site? ☐ Yes ☐ No

If Yes, who will deliver the Materials?

☐ Material Supplier ☐ Manufacturer ☐ Delivery / Mail Service

Who will pay for Materials / Supplies? ☐ Contractor ☐ _____

Who negotiated the cost of the Supplies? ☐ Contractor ☐ _____

Notes / Comments:

PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION

Contract No.	PIN

Project Sponsor	County

Supervisor of the day-to-day DBE trucking operation is:

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

NOTE: A Low Bidder that submits a DBE Utilization Pre-Award Package that includes amount(s) for trucking, must complete this form to show how the commitment amount was estimated. For any long-term leased truck, submit a copy of the lease agreement. Rate should be stated as \$/day, \$/hour, \$/load, etc. and estimated duration/number of loads. (i.e., 1 truck @ \$400/day for 3 weeks = \$6,000)

New York City Department of Transportation
SUBCONTRACTOR/ CONSULTANT PROFILE FORM

☐ Initial ☐ Revised ☐ Final

DOT Project Manager:

CONTRACT INFO

Type: ☐ Construction ☐ Professional Services ☐ Standard Services

Funding: ☐ FHWA ☐ FTA ☐ STATE ☐ CITY

Unit/ Division: _____

Contract No.: _____

Contract Reg. No.: _____

Procurement Id No. (PIN): _____

Contract Value: _____

Over All Minority Goal: _____ % MWBE _____ % DBE _____ % MBE (NYS) _____ % WBE (NYS)

Contract Description:

SUBCONTRACTOR INFO

☐ Subcontractor ☐ Subconsultant ☐ Material Supplier ☐ Trucking Services ☐ Fabricator ☐ Standard Services

☐ Yes ☐ No Has a Registered Apprenticeship Program. If Yes, Please attached supporting documentation.

☐ Yes ☐ No Has Required Licenses. If Yes, Please attached supporting documentation.

Subcontract Value: _____

Start Date: _____ **End Date:** _____

Name: _____

Address: _____

Phone: _____

Fax: _____

EIN: _____

E-Mail: _____

CERTIFIED AS

☐ MBE (NYC) ☐ WBE (NYC) ☐ MBE (NYS) ☐ WBE (NYS)

☐ DBE ☐ LBE ☐ Non-Profit

CHECK APPROPRIATE BOX (*Only if one of the above has been selected)

☐ Black* ☐ Hispanic* ☐ Asian/Pacific Islander*

☐ Asian/Pacific American* ☐ Native American Indian*

☐ Subcont. Asian American* ☐ Alaskan Native*

☐ Non-Minority ☐ Other* (Explain) _____

Subcontract Description:

Prime Contractor Certification

I hereby affirm that the information supplied is true and correct.

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

Submit Completed Form To: NYC-DOT, Contract Compliance Unit, 55 Water Street - Rm: 825, New York, NY 10041-0004

Attn: Charles Bartolotta/ cbartolotta@dot.nyc.gov

Agency - CCU Director Preliminary Review

Completed By: _____

Date: _____

☐ 1. Apprenticeship

☐ 2. Licenses

Agency - VRU Director Preliminary Review

Completed By: _____

Date: _____

☐ 3. Vindex

☐ 4. Employment

☐ 5. References

Final Agency Approval

Signature: _____ **Date:** _____ ☐ APPROVED ☐ NOT APPROVED

* VRU DO NOT FORWARD SUPPLIERS/ TRUCKING PROFILE FORMS TO CMU.

FMS - Contract Management Unit

FMS Entered By: _____

Print Name

Signature

Date

INSTRUCTIONS

- Prime Contractor must complete this form.
- A Subcontractor Profile Form must be completed for EACH Subcontractor that will perform work or supply material on the contract. Make additional copies of this form as needed.
- Please indicate if the form is the Initial, Revised or Final submission.
- Please indicate the name of the DOT Project Manager for this contract.

Contract Info:

Type: Indicate Industry type as one of the following: Construction, Professional Services or Standard Services.

Funding: Indicate contract funding: FHWA, FTA, State, or City (MWBE and Non-MWBE).

Unit/ Division: Specify unit or division letting this contract. i.e. Bridges/ Traffic/ Ferries, etc.

Contract No.: Enter New York City Contract No. as appropriate. (Example: BRC100)

Contract Registration No.: If known, enter the Registration No. assigned to this contract.

Procurement Id No. (PIN): Enter New York City PIN No. as appropriate. (Example: 84109MBSA000)

Contract Value: Enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Agency for this project.

Over All Minority Goal: Enter minority percentage goal required for this contract.

MWBE / DBE: Enter minority requirement on this contract.

Contract Description: Enter project description.

Prime Info:

CONTRACTOR: "Contractor" means a person, including a vendor, who is a party or a proposed party to a contract with a contracting agency, first-level subcontractors of supply and service contractors, and all levels of subcontractors of construction.

Name: Enter the legal name of the Prime's firm.

Address: Enter current business address.

Phone: Enter current business phone number or a number where business representatives can be located.

Fax: Enter business fax number.

EIN: Enter legal Employer Identification Number (EIN).

E-mail: Enter e-mail address, if any.

Subcontractor Info:

Describe utilization as one of the following: Subcontractor, Sub consultant, Material Supplier, Trucking Services, Fabricator or Standard Services.

Registered Apprenticeship Program: Prime Contractor must indicate if Subcontractor has a Registered Apprenticeship Program. A Subcontractor in the Construction field with a contract exceeding 1M must have a Registered Apprenticeship Program in place. Subcontractors must get a letter from the Union indicating that they are signatory contractors to their unions for the trades that they intend to use on this project and that they have a Registered Apprenticeship Program with NYSDOL.

Licenses: Prime Contractor must indicate wheather or not a License is required for work of Subcontractor. If so, document that the Subcontractor has all required Licenses. **Please attached License Certificate.**

Subcontract Value: Enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Subcontractor for this project.

Start Date: Enter estimated date on which subcontractor work will begin.

End Date: Enter estimated date on which subcontractor work will be completed.

Name: Enter the legal name of the Subcontractor's firm.

Address: Enter current business address.

Phone: Enter current business phone number or a number where business representatives can be located.

Fax: Enter business fax number.

EIN: Enter legal Employer Identification Number (EIN) number.

E-mail: enter e-mail address, if any.

Certified As: Indicate what type of Minority Certification and Ethnic Group Designation the Subcontractor has, if any.

Check Appropriate Box: Ethnicity requirements apply only to minority subcontractors, subconsultants, material suppliers and trucking firms for reporting purposes to the NYC Small Business Services, Mayors Office of Contract Services and the Federal-Aid Construction Programs Contract Compliance Monitoring and Reporting.

Subcontract Description: Describe work to be perform by Subcontractor/ Subconsultant.

i.e. (Fencing, Painting, Construction or Construction Management Services, Trucking, Towing Services, Tree Pruning/Planting)

Prime Contractor Certification:

Enter Name, Title, Signature, and Date of completion of this form by the Company Official.

Submit Completed Form To:

NYC-DOT/ Contract Compliance Unit

55 Water Street - 8th Floor

New York, NY 10041-0004

Attn: Charles Bartolotta

cbartolotta@dot.nyc.gov

**CITY OF NEW YORK
INITIAL LIST OF SUBCONTRACTORS ("INITIAL LOS")**

Page 1 of

Directions: For all contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form to indicate a list of persons to which it intends to award subcontracts to within the first 12 months following receipt of the Notice to Proceed ("NTP"). The contractor is required to submit this form within 30 days of the contracting agency's issuance of the NTP. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	

SUBCONTRACTOR #1 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #2 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #3 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/ZIP:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

**CITY OF NEW YORK
INITIAL LIST OF SUBCONTRACTORS ("INITIAL LOS")**

Page 2 of _____

Directions: For all contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form to indicate a list of persons to which it intends to award subcontracts to within the first 12 months following receipt of the Notice to Proceed ("NTP"). The contractor is required to submit this form within 30 days of the contracting agency's issuance of the NTP. Each page should be signed and certified.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	PIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	

SUBCONTRACTOR #1 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #5 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #6 INFORMATION

Name:		
Phone:	Fax:	
Address:	City	State/ZIP:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> DBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

New York City Department of Transportation
**SUBCONTRACTOR / SUBCONSULTANT
MONTHLY PAYMENT REPORT**

CONTRACT No./ PIN No.: _____

Page No.: _____ of _____

REGISTRATION No.: _____

MONTH: _____

PRIME CONTRACTOR: _____

Work Completed
To Date: _____ %

SUBCONTRACTOR'S NAME / SUBCONSULTANT'S NAME	Certification (DBE, MBE, WBE, LBE, None)	Contract Value	Total Payments This Month	Total Payments To Date
TOTAL:				

REMARKS:

FALSIFICATION OF THIS STATEMENT IS A PUNISHABLE OFFENSE

I certify that the total payments above reflect the value of the work done by the subcontractors/subconsultants that payments have been made by the Contractor and received by the Subcontractor /Subconsultant as specified above; that there were no Rebates, Refunds or Offsets applied to any payments unless the same is noted above; and that it is known to me to be true of my knowledge.

PRIME CONTRACTOR'S / CONSULTANT'S NAME

DATE

PRINT NAME

TITLE

**INSTRUCTIONS FOR PREPARING AND SUBMITTAL OF
SUBCONTRACTOR / SUBCONSULTANT PAYMENT REPORTS**

*New York City Department of Transportation requires Prime Contractors / Consultants to report payments made to ALL SUBCONTRACTORS / SUBCONSULTANT that are utilized on city contracts. Prime Contractor/ Consultant report of payments to ALL SUBCONTRACTORS / SUBCONSULTANTS is required on a **monthly basis** or when requested by the Department. Failure by the Prime Contractor / Consultant to submit this report to the Department's Project Engineer-In-Charge or directly to Contract Compliance Office as directed and in accordance with the above may result in the withholding of payments.*

Prepare one report per contract and list ALL subcontractors / subconsultants employed on this project regardless of payments.

PAGE No.: Enter 1 of 1; 1 of 2; 2 of 2; etc. Use additional forms as needed.

CONTRACT No.: Enter New York City Contract No. or PIN No. as appropriate.
(Example: BRC100 or 84109MBSA000)

REGISTRATION No.: Enter the Registration No. assigned to this contract. This may be obtained from the "Notice of Award" and/ or the "Order to Commence Work" letters.

MONTH: Enter month to which payment amounts refer.

PRIME CONTRACTOR / CONSULTANT: Enter the legal name of the Prime's firm.

WORK COMPLETED TO DATE: Enter the percentage of work **completed to date** in relation to the life of the contract.

SUBCONTRACTOR: Enter names of ALL Subcontractors employed by your firm that utilized on this project.

SUBCONSULTANT: Enter names of ALL Sub consultants employed by your firm that utilized on this project.

CERTIFICATION: Indicate what type of minority certification the Subcontractor/ Subconsultant has if any. Otherwise indicate "None". Do not leave it blank.

CONTRACT VALUE: For each Subcontractor / Subconsultant enter the Total Agreed Amount of the Proposed Contract Agreement between the Prime Contractor and the Subcontractor for this project.

TOTAL PAYMENTS THIS MONTH: Enter total Payments made to Subcontractor / Subconsultant for the indicated month.

TOTAL PAYMENTS TO DATE: Total Value of **Actual** Payments to Date, amount shown will be Total Payments Due less Retainage or Other Withholding, if any.

REMARKS: Prime Contractor / Consultant must indicate any monies under dispute or the subject of exceptions or withholdings; and a brief description of the circumstances leading to the dispute or exception.

SIGNATURE: Authorized representative of the Prime Contractor / Consultant must sign and date form.



AGENCY CHIEF CONTRACTING OFFICE
CIVIL RIGHTS COMPLAINT FORM

Today's Date: 2/28/2012

COMPLAINANT

Name	Telephone # - Home <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/>
Address	Email
City/State/Zip	Complaint received through <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> letter <input type="checkbox"/> In-Person

COMPLAINT AGAINST

Name	Telephone # - Home <input type="checkbox"/> Office <input type="checkbox"/> Mobile <input type="checkbox"/>
Address	PIN
City/State/Zip	Registration #
Relationship to Complainant	

DESCRIPTION OF COMPLAINT

--

(Over)

NATURE OF COMPLAINT (check all that apply)

☐ Harassment ☐ Intimidation ☐ Threats ☐ Coercion ☐ Other _____
(explain)

If you have checked any of the above, please indicate the basis of the civil rights violation below.

☐ Race ☐ Disability ☐ Age ☐ Ethnicity ☐ Sexual Orientation ☐ Retaliation for Filing a Complaint
☐ Gender ☐ National Origin ☐ Religion ☐ Title VI - Refer to Title VI Officer
☐ Other: _____
(explain)

INTAKE	
Name	Title
Signature	Date

RESOLUTION

ATTACHMENTS

CITY OF NEW YORK
ANNUAL LIST OF SUBCONTRACTORS ("ANNUAL LOS")

Page 1 of 1

Directions: For all multi-year contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form annually to indicate a list of persons to which it intends to award subcontracts to during each twelve month period following the initial year of the contract term. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
FMS Contract No.:	FDN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
ED/SSN:	E-Mail:	

SUBCONTRACTOR #1 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
ED/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #2 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
ED/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #3 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
ED/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I, _____, certify that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

CITY OF NEW YORK
ANNUAL LIST OF SUBCONTRACTORS ("ANNUAL LOS")

Page 2 of _____

Directions: For all multi-year contracts for which a utilization plan has been submitted pursuant to Local Law 129 of 2005, the contractor must use this form annually to indicate a list of persons to which it intends to award subcontracts to during each twelve month period following the initial year of the contract term. Each page should be signed and certified. Attach additional pages (copies of this page), as needed.

PRIME CONTRACT INFORMATION

Agency:	Unit/Division:
PMS Contract No.:	PIIN:
Contract Value: \$	Registration Date:
Contract Description:	

PRIME CONTRACTOR IDENTIFICATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	

SUBCONTRACTOR #4 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #5 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

SUBCONTRACTOR #6 INFORMATION

Name:		
Phone:	Fax:	
Address:	City:	State/Zip:
EIN/SSN:	E-Mail:	
Subcontract Description:		
Approximate Subcontract Value: \$	Approx. Start Date:	Approx. End Date:
Contractor is DSBS-certified as: M/WBE <input type="checkbox"/> EBE <input type="checkbox"/> LBE <input type="checkbox"/> (check all that apply and note status) N/A <input type="checkbox"/>		

Prime Contractor Certification: I hereby affirm that the information supplied is true and correct.

Signature:	Title:
Print Name:	Date:

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

ADDENDA CONTROL SHEET

BID OPENING DATE: November 29, 2018

PROJECT NO.: HWPLZ004X

DESCRIPTION: RECONSTRUCTION OF MORRISON AVENUE PLAZA

Addendum		Addendum Contains:				
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)
1	11/5/2018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
2	11/21/2018	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWPLZ004X

RECONSTRUCTION OF
MORRISON AVENUE PLAZA

BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF THE BRONX
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: November 21, 2018

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS


1. **Refer** to Bid and Contract Documents, Volume 3 of 3 and Addendum No.1; SCHEDULE A;
Delete the pages SA-5R and SA-7R from Addendum 1, in their entirety;
Substitute with the attached new SA-5RR and SA-7RR.
2. **Refer** to Bid and Contract Documents, Volume 3 of 3, FTA-PAGES - FEDERAL TRANSIT ADMINISTRATION PROJECTS, FEDERAL TRANSIT ADMINISTRATION ATTACHMENTS, following page FTA-6;
Delete the pages following page FTA-6, FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS (March 2015), in their entirety;
Substitute with the attached new pages FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS (March 2018).
3. **Refer** to the Contract Drawings, Drawing No. U3 (18 of 61) UTILITY PLAN & PROFILE HARROD PLACE;
Change the sewer pipe annotations on both profile windows titled SEWER PROFILE ALONG HARROD PLACE from "NEW 12" R.C.P. CLASS III H.L.S.S. ON CONCRETE CRADLE ON MINI-PILE" to be read as "NEW 12" D.I.P. CLASS 56 H.L.S.S. ON CONCRETE CRADLE ON MINI-PILES".
4. **Refer** to the Contract Drawings, Drawing No. LD6 (33 of 61) LANDSCAPE/URBAN DESIGN PLAN - 5: SITE DETAILS I, DETAIL (3) GRANITE CURB, ITEM NO. 4.07 CB, 4.07 CC ;
Change GRANITE CURB HEIGHT DIMENSION; from "HEIGHT VARIES, SEE GRADING PLAN" to "6" (TYP.).

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

END OF ADDENDUM NO. 2

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of TWO (2) pages and attachments consisting of SEVENTY-THREE (73) pages.

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



HOW SHEEN PAU, P.E.
Assistant Commissioner

Name of Bidder

By: _____

Questions Submitted by Bidders and DDC's Responses

QUESTION #1. There is a conflict in the bid Schedule. Item 50.41M6C12,12" D.I.P. Class 56 Storm Sewer on Concrete Cradle, 260 l.f. is shown on line 35 of the Schedule.

Contract plan Sheets U-3, U-4, U5 and U-6 show 12" R.C.P. Class III On Concrete Cradle.

DDC'S RESPONSE: For Contract Utility Plan & Profile Harrod Place Drawing U3 (Sheet 18 of 61) pipe material correction, please refer to Article 3, herein this addendum.

Contract Drawings U4, U5 and U6 do not specify pipe material and need no correction.

QUESTION #2. On Plan Sheets LD8 and LD9 of the contract bid documents, Item 7.39 MSP Multi-Level Seating Platform for Morrison Plaza is shown for inclusion in this Contract.

We see no written specification in the Contract Specification books nor any definitive materials, means nor methods pertaining to the source of materials, engineering specifications, manufacturer, etc.

We request the City provide specific details of the required Materials, Means and Methods to furnish and install this Structure.

DDC'S RESPONSE: Please refer to BID BOOKLET VOLUME 1 OF 3, I-PAGES, SECTION 7.39 MSP, PAGES -I-26 through I-32.

QUESTION #3. LD6 sheet 33 detail 3 for curb height refers us to grading plan which show no granite curb elevations. Can you provide the curb height or elevations? Attached is question form granite subcontractor.

DDC'S RESPONSE: Please refer to Article 3 of this addendum at page A2-1.

QUESTION #4. While reviewing the sidewalk items we believe there are incorrect pay items for the sidewalk work.

- Sheet 8 of 81, Typical sections -1 shows in the Morrison Ave, Westchester Ave shows the sidewalk pay item as 4.13 AAS

- Sheet 29 of 81, Landscape /Urban Design Plan Calls for saw cut joints on the pigmented sidewalk (Item 4.13 CABS) but for the unpigmented does not. Clearly with the random scoring pattern required we believe the unpigmented concrete requires a sawcut joint as well. Therefore, the pay item 4.13 AAS should not apply to this item as well as the standard sidewalk shown throughout the remainder of the project.

DDC'S RESPONSE: The cost of saw cut joints is included in the bid price for 4.13 AAS and 4.13 BAS. NYC DOT Standard Highway Specifications Section 4.13.2.C (page 221) states that "when saw cut joints are not specified the standard type joint shall be used." On detail 2/LD4 (Typical Score Pattern Enlargement Plan) saw cut score joints are clearly called out.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation. 4. New York State, including its officials and employees, 5. Federal Transit Administration (FTA), including its officials and employees. 6. Federal Highway Administration (FHWA), its officials and employees.

<input type="checkbox"/> Builders' Risk	<p>Art. 22.1.4</p> <p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability	<p>Art. 22.1.5</p> <p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p> <p>(2) New York State, including its officials and employees, and,</p> <p>(3) Federal Transit Administration (FTA), including its officials and employees.</p> <p>(4) Federal Highway Administration (FHWA), its officials and employees.</p> <p>(5) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</p>

**FEDERAL TRANSIT ADMINISTRATION
(FTA)
THIRD PARTY REQUIREMENTS**

March 2018

The Third Party Requirements in this contract comply with the standard terms and conditions as outlined in the Federal Transit Administration (FTA) Fiscal Year (FY) 2017 Master Agreement authorized by 49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways), the Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.

For purposes of the FTA Third Party Requirements, "the City" shall mean the New York City agency that procured the contract in which this document is incorporated.

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

1. FLY AMERICA (49 U.S.C. § 40118, 41 CFR Part 301-10)

Fly America Requirements - The Contractor agrees to comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301.10.131 – 301.10.143, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Flow down: The Contractor agrees to include the requirements of this section in all subcontracts or agreements that may involve international air transportation.

2. BUY AMERICA (49 U.S.C. 5323 (j), 49 CFR Part 661)

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor will comply with the Federal Railroad Administration's statutory and regulatory Buy America provisions specifically section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008 and 49 U.S.C. 24405(a).

A bidder or offeror must submit to the the City the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not

accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Flow down: The Contractor acknowledges that it is responsible for ensuring that its subcontractors and suppliers, and all subsequent subcontractors and suppliers are in compliance with the Buy America requirements. The Contractor shall include these requirements in each subcontract, at every tier.

3. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d), 49 CFR Part 604)

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and (r), and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Flow down: The requirements of this section do not flow down.

4. SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(f), 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) or (g), and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Flow down: The requirements of this section do not flow down.

5. CARGO PREFERENCE (46 U.S.C. 55305, 46 CFR Part 381)

Cargo Preference – Use of United States-Flag Vessels - The Contractor agrees: a. privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City (through the contractor in the case of a subcontractor's bill of lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Flow down: To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq., 49 CFR Part 41)

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41, and the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. Part 7701 et seq., and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Flow down: The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance.

7. ENERGY CONSERVATION (42 U.S.C. 6321 et seq., 49 CFR Part 622, subpart C)

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, and to perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations "Requirements for Energy Assessments".

Flow down: The Contractor also agrees to ensure that all work performed under this Contract, including work performed by any subcontractor (at all tiers), is in compliance with the requirements of this section.

8. CLEAN WATER (33 U.S.C. 1251-1377)

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, the Clean Water Act, as amended, 33 U.S.C. 1251-1378. The Contractor agrees it will not use any violating facilities placed or likely to be placed on the U.S. EPA "List of Violating Facilities", it will report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Flow down: The Contractor also agrees to include these requirements in all subcontracts (at every tier issued pursuant to this Contract that is financed in whole or in part with Federal assistance provided by FTA.

9. BUS TESTING (49 U.S.C. 5318(e), 49 CFR Part 665)

Bus Testing - The Contractor agrees to comply with 49 USC 5318 (e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the City at a point in the procurement process specified by the City which will be prior to the City's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the City prior to the City's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address to the City of such a vehicle and the details of that vehicle's configuration and major components.

Flow down: The requirements of this section do not flow down.

10. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (49 U.S.C. 5323, 49 CFR Part 663)

The Contractor agrees to comply with 49 U.S.C. §5323(m) and FTA's implementing regulation 49 CFR Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Flow down: The requirements of this section do not flow down.

11. LOBBYING (31 U.S.C. 1352, 49 CFR Part 20)

Contractors who apply or bid for an award of \$100,000 or more must file, at time of bid, the certification required by 49 CFR part 20, "Disclosure of Lobbying Activities" contained in Appendix A1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that

Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City.

Flow down: The Contractor also agrees to include these requirements in all subcontracts (at every tier issued pursuant to this Contract that is financed in whole or in part with Federal assistance provided by FTA.

12. ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325 (g), 49 CFR §18.36(i)(10), 49 CFR § 19.53 (e) until USDOT promulgates new regulations that will supersede and apply in lieu of 49 CFR parts 18 and 19 and 49 CFR 633.15)

The Contractor shall comply with the following access to records requirements:

1. In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. § 18.40 (e) or 49 CFR § 19.51 (g) to provide the FTA Administrator or his/her authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the City, in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined in 49 U.S.C. 5302(a) (1) through other than competitive bidding, the Contractor shall make available records related to the contract to the City, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts, reports and other related documents required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (Reference 49 CFR 18.39 (i)(11).

Flow Down: The Contractor will ensure that certifications completed by lower tier subcontractors or suppliers are attached to and incorporated into its subcontracts or agreements.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. <u>State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. <u>Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (g)

² 49 CFR 633.15

³ 49 CFR 18.36 (i)

SAT: Source Acquisition Threshold

13. FEDERAL CHANGES (49 CFR Part 18)

(a) **Federal Changes** - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Flow Down: If change to applicable FTA regulations, policies, procedures or directives requires a change to an area of the Third Party Requirements, that change shall be incorporated into any subcontract in accordance with the Flow Down provision of the affected area, if any.

14. BONDING REQUIREMENTS

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the City as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned bidder agrees to indemnify the City and pay over to the City the difference between the bid security and the City's total damages, so as to make the City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

(a) The following situations may warrant a performance bond:

- 1. The City property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- 2. A Contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
- 3. Substantial progress payments are made before delivery of end items starts.
- 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.
- 2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

- 1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million

but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the City, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Flow down: The contractor also agrees to include these requirements in all subcontracts (at every tier) exceeding \$150,000 issued pursuant to this Contract that are financed in whole or in part with Federal assistance provided by FTA.

15. CLEAN AIR (42 U.S.C. § 7606, 42 U.S.C. § 7401-7671q, 33 U.S.C. § 1251 - 1377 40 CFR 15.61, 49 CFR Part 18)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q, and 33 U.S.C. § 1251 - 1377. The Contractor agrees to report each violation to NYCDOT and understands and agrees that NYCDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Flow down: The contractor also agrees to include these requirements in all subcontracts (at every tier) issued pursuant to this Contract that are financed in whole or in part with Federal assistance provided by FTA.

16. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247)

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

Flow down: These requirements flow down to all contractor and subcontractor tiers.

17. DAVIS-BACON ACT (40 U.S.C. 3141 – 3148) AND COPELAND ANTI-KICKBACK ACTS (18 U.S.C. 874, and 40 U.S.C. 3145)

The contractor agrees to comply with the Davis-Bacon Act, 40 U.S.C. 3141-3144, 3146-314, FTA's Davis-Bacon Related Act, 49 U.S.C. 5333(a), and U.S. Department of Labor regulations, Labor Standards Provisions Applicable to Contacts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. part 5.

1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly

cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2) **Withholding** - The City 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 Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws

approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR Part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States", 18 U.S.C. 874, as amended, and 40 U.S.C. 3145 which are incorporated by reference in this contract. Each Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported by the City to the Federal Transit Administration.

6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 - 3708, 2 C.F.R. part 5)

(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. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. The requirements of 40 U.S.C. 3704, applicable provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City 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 Contractor, or any

other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The 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.

Flow down: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

(1) The City and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Flow down: The Contractor also agrees to include these requirements in all subcontracts (at every tier) issued pursuant to this Contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C 3801 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5323(d))

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the contractor the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001, or other applicable federal law to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions. If the City has credible evidence that the Contractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the City will promptly notify the U.S. DOT Inspector General and the FTA Chief Counsel or Regional Counsel.

Flow down: The Contractor also agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

21. TERMINATION (49 U.S.C. Part 18. FTA Circular 4220.1F)

The Contractor agrees to include these provisions in all subcontracts in excess of \$10,000.

a. Termination for Convenience (General Provision) - The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid to the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) - The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the period of time specified by the City after receipt by Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach - In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) - The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

g. Termination for Default (Transportation Services) - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract, or any extension thereto, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. the City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City, acts of another Contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within [10] days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

i. Termination for Convenience of Default (Cost-Type Contracts) -The City may terminate this contract, or any portion of it, by serving a notice of termination to the Contractor. The notice shall state whether the termination is for convenience of the City or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City, or property supplied to the Contractor by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Flow down: This sections apples for all contracts at every tier and subcontracts at every tier.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
(2 C.F.R. part 180, 2 C.F.R. part 1200, Executive Orders 12549/12689)

Suspension and Debarment - Contractors who apply or bid for an award of \$25,000 or more must file the required certification at time of bid the certification required, "Certification Regarding Debarment, Suspension and Other Responsibility Matters" contained in Appendix A2. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of

Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Contractor agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project, will review the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>, and file the "Certification of Subcontractor/Supplier Regarding Debarment, Suspension and Other Responsibility Matters" contained herein Appendix A3 before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Flow down: The Contractor will ensure that certifications completed by lower tier subcontractors or suppliers are attached to and incorporated into its subcontracts or agreements.

23. PRIVACY ACT (5 U.S.C. 552)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Flow down: The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. 623, 42 U.S.C. 2000, 42 U.S.C. § 6101 et seq., 42 U.S.C. 12112, 42 U.S.C. § 12101 et seq., 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.)

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and Federal transit law at

49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246), 30 CFR 12319, 12935, 3 CFR part 1964-1965 Comp., "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note and as further amended by Executive Order 13672), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, , religion, national origin, disability, sexual orientation, gender identity, age, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, Section 4 of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § §621-634, and the U.S. equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with 49 U.S.C. § 5301(d), and Federal transit law 49 U.S.C. 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor shall also agree to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments that the FTA may issue.

(d) Limited English Proficiency (LEP) - Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and USDOT/FTA, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005. Contractors will comply, based on receipt of Federal funding through the City and assisting the City in fulfilling its responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations in accordance to FTA Circular 4702.1.

Flow down: The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18. FTA Circular 4220.1F)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Flow down: The Contractor agrees to include in all subcontracts provisions similar to the provision(s) herein with regard to breaches and dispute resolution to the extent that such provision(s) allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate and may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

26. PATENT AND RIGHTS IN DATA (35 U.S.C. § 200 et seq., 37 CFR Part 401, 49 CFR Parts 18/19)

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so; this restriction on publication, however, does not apply to publications or reproductions for the City's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below or as defined in the U.S. DOT Public Access plan. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and

shall be delivered as the Federal Government may direct or as required by the U.S. public Access Plan. The U.S. Public Access Plan includes, but is not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as defined in the DOT Public Access plan. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in 35 U.S.C. § 200 et seq., and in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

Flow down: The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA

27. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS -

Applicability - Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

Flow down: Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

28. PRE-EMPTION OF STATE, TERRITORIAL, AND LOCAL LAW

If a Federal law pre-empts a State, territorial, or local law, regulation, or ordinance:

(a) The Subrecipient or Contractor must comply with Federal law and regulations.

(b) This Agreement, however, does not require the Subrecipient or Contractor to take any action that would violate State, territorial, or local law, regulations, or ordinances.

(c) If compliance with any provision of Federal law or regulations or this Agreement violates or would require the Subrecipient or Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Subrecipient or Contractor agrees to:

- (1) Notify New York City Department of Transportation (NYCDOT) immediately in writing, and
- (2) Make appropriate arrangements with NYCDOT to:
 - a. Proceed with the Project or,
 - b. Terminate the Project expeditiously, if necessary.

29. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (Section 1101(b) of FAST Act, 23 U.S.C. § 101 note; 49 CFR Part 26)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9%. The FTA DBE goal for architectural and engineering services is 9.5%, and a general construction contract is 9.5%. The DBE goal is 3% for marine contracts. There is no DBE goal for contracts awarded at a value of less than \$500,000. In case of conflict between this paragraph and Schedule A, the goal stated in Schedule A shall be the goal for the contract.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the Contractor's commitment;
6. If the contract goal is not met, evidence of good faith efforts should be provided by the City. The

successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance;

7. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor may not hold retainage from its Subcontractors. The Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the City and Contractor's receipt of the partial retainage payment related to the Subcontractor's work; and

8. The Contractor must promptly notify the City, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Flow down: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in this section.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA CIRCULAR 4220.1F)

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING (49 U.S.C. 5331, 49 CFR Part 655, and 49 CFR part 40)

The City is required to ensure that the Contractor will comply with Federal Transit law 49 U.S.C. 5331, FTA regulations on the "Prevention of Alcohol and Misuses and Prohibited Drug Use in Transit Operations" 49 CFR 655, and applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs", 49 CFR part 40. The City must ensure that Contractors performing safety-sensitive functions on the City's behalf implement a complex drug and alcohol testing program that complies with Part 655. U.S. DOT regulations condition the receipt of FTA funding on the City's compliance with the regulations, thus, the City is not in compliance with the rules unless every entity that performs a safety-sensitive function on the City's behalf is in compliance with the rules. FTA regulations do not specify how the City ensures that its Contractors comply with them.

Compliance with the aforementioned regulations and transit laws is dependent upon whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the contractual agreement that the City has with the Contractor, and the financial resources available to the City to oversee the Contractor's drug and alcohol testing program.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, 49 U.S.C. 5331, and 49 C.F.R. part 40, produce any documentation necessary to establish its compliance, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of New York, or the City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 U.S.C. 5331, and 49 C.F.R. part 40 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655, 49 U.S.C. 5331, and 49 C.F.R. part 40 before January 30th and to submit the Management Information System (MIS) reports before March 15th to the Commissioner of the City or his/her designee. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt the City's policy statement as required under 49 CFR 655, 49 U.S.C. 5331, and 49 C.F.R. part 40; OR (c) submit for review and approval to the City, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: (to be determined by the City, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

Flow down: This section applies to any transit operations funded with FTA section 5307, 5309, 5311 or 5316 funds.

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Intelligent transportation system property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

Flow down: Where applicable, the Contractor acknowledges that it is responsible for ensuring that subcontractors (at all tiers) comply with the requirements of this section.

33. AMERICANS WITH DISABILITIES ACT (ADA) FOR ROLLING STOCK

Rolling stock must comply with the accessibility requirements of USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; Joint Architectural Transportation Barriers Compliance Board (ATBCB)/USDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; and U.S. DOT regulations "Transportation for Individuals with Disabilities: Passenger Vessels" 49 C.F.R. part 39. Private entities must comply with the requirements of 49 CFR Part 37, and 49 C.F.R. part 39 applicable to public entities with which they contract to provide public transportation services. The City

advises third party contractors operating public transportation services to review the requirements for public entities in this context.

Flow down: Applicable to third party entities contracted to provide public transportation services.

34. TRANSIT ASSET MANAGEMENT: NATIONAL TRANSIT DATABASE (49 C.F.R. parts 625 and 630)

When compliance is required, the Contractor agrees to comply with FTA regulations, "Transit Asset management; National Transit Database", 49 C.F.R. part 625 and 630, and follow applicable federal guidance.

Appendix A

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Appendix A1

DISCLOSURE OF LOBBYING ACTIVITIES

I _____ hereby certifies on behalf of _____
name and title of company representative name of company

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that shall certify and disclose accordingly.

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

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy

of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Appendix A2

**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide the City with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to the City.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

Appendix A3

**CERTIFICATION OF A SUBCONTRACTOR/SUPPLIER REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Subcontractor/Supplier _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Subcontractor agrees to provide the Contractor with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to the City.

NOTE: If for any reason the Subcontractor/Supplier is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE SUBCONTRACTOR/SUPPLIER, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

Contractor Note:

Contractor must require all Subcontractors/Suppliers to complete this certification and Contractor shall submit the certifications to the City as they are received.

Appendix B

REQUIRED CONTRACT PROVISIONS

DBE Program

FTA assisted contracts that the City lets will include, as appropriate, the model contract provisions that are included as Appendix B and incorporated herein. NYCDOT shall have discretion to modify the provisions for particular contracts as needed. These required contract provisions consist of:

1. Notice of DBE Contract Requirements in the Invitation for Bids and/or Request For Proposals
2. General Conditions
 - a. Assurances
 - b. DBE Policy
 - c. DBE Obligation
 - d. Prompt Payment to Subcontractors
 - e. Legal and Contract Remedies
 - f. Contractor Reporting Requirements
 - g. Retainage Policy
 - h.

1. Notice of DBE Contract Requirements in the Invitation for Bids

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

Disadvantaged Business Enterprise (DBE) Requirements

The successful Proposer/Bidder will be required to meet a NYCDOT Disadvantaged Business Enterprise (DBE) goal. For Engineering Services and Construction a goal of 9.5% is currently in effect, for Marine work a DBE goal of 3% goal is in effect. In case of conflict between this paragraph and Schedule A, the goal stated in Schedule A shall be the goal for the contract. The goal is based on the total value of the contract, which should be subcontracted to a DBE firm or firms. For contracts below \$500,000 there is no DBE goal assigned. To be qualified as a DBE, a firm should be certified in the NYSUCP or by the state where the work is located, in accordance with Federal Regulation 49 CFR Part 26. Application for certification can be obtained at:

MTA - New York City Transit, Office of Business Programs,
2 Broadway- 16th Floor, New York, NY 10004 Telephone (646) 252-1378

New York State DOT, Office of Equal Opportunity Development & Compliance,
50 Wolf Road 1st Floor, Albany, New York 12232 Telephone (518) 457-1129

Port Authority of NY & NJ, Office of Business & Job Opportunity
4 World Trade Center, 150 Greenwich Street, New York, NY 1007

Niagara Frontier Transportation Authority
181 Ellicott Street, Buffalo, New York 14203 Telephone (716) 855-7300

Disadvantaged Business Enterprise (DBE) Certification

Only firms certified by the NYS Unified Certification Program (NYSUCP) as DBEs are eligible to be used by the contractor in order to meet the DBE participation goal set on a NYCDOT Federally funded contract.

The NYSUCP Directory can be found at: <http://www.nysucp.net>

2. General Conditions

All applicants and recipients shall agree to abide by the statements in paragraphs (a) through(e) listed below:

a. Assurances – Section 26.13

Each **financial assistance agreement** signed with a NYCDOT operation administration (of a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT- assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.).

Each **prime contractor signed with a subcontractor and/or each subcontractor signed to a contractor** must include the following assurance:

The contractor, sub -recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. The contractor, sub -recipient or subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. The following remedies or such other remedy as the City deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contactor, or Third Park Subcontractor from future bidding as non-responsible.

b. DBE Policy

It is the policy of USDOT that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."

c. DBE Obligation

The contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The contractor and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of US DOT assisted contracts.

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

NYC Department of Design and Construction
Federal Contract Compliance Unit
30-30 Thomson Ave
Long Island City, NY 11101

Attn: Barry Vanterpool, Director
(718) 391-2310, vanterpob@ddc.nyc.gov

d. Prompt Payment to Subcontractors

In accordance with NYCDOT's DBE Program, the Contractor shall pay all Subcontractors for work that has been satisfactorily performed no later than five (5) days from the date of the Contractor's receipt of progress payments by the City unless a shorter duration is stated elsewhere in the contract. Within (5) days of satisfactory completion of all work payment is required to be paid to the Subcontractor.

e. Legal and Contract Remedies

The DBE Compliance Unit shall monitor and track the actual DBE participation through contractor and subcontractor reports of payments, and other appropriate monitoring, as further described in this Program Plan. The DBE Representative shall ensure that DBE participation is counted toward contract goals and the overall annual goal in accordance with the Regulations. In accordance with 49 CFR Part 26, prime contractors may not terminate sub-contractors for convenience. When DBE contractors are terminated, prime contractors will be required to substitute DBE sub-contractors in order to meet its DBE commitment.

The City will monitor compliance of its contractors on FTA assisted contracts within the requirements of the Regulations and the DBE Program. The City may impose such

contract remedies as are available under federal, state and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

f. Contractor Reporting Requirements

NYCDOT is required to utilize the NYCDOT DBE Program Plan and comply with USDOT regulations 49 CFR Part 26.

NYCDOT, its contractors and subcontractors are subject to contract compliance reviews to ensure that DBE requirements are being met. They are expected to cooperate with the NYCDOT DBE Representative during desk audits and / or on-site reviews. NYCDOT has a Field Representative responsible for project oversight to ensure that contract work is being performed by designated DBE sub-contractors and that the NYCDOT Project Accountant tracks payments to ensure that project goals, when applicable, are followed. The Compliance Officer, and Field Representative also reports work and payment progress to the Project Accountant who then tracks DBE utilization with the DBE Representative.

The DBE Compliance Officer and DBE Representative ensure that sub-contractor DBE participation is credited to overall goals after the DBE has received payments.

A sample of our DBE Commitment Letter specifying the Prime Contractors DBE Responsibilities is attached as Appendix E.

g. Retainage Policy

NYCDOT has made a determination that **NO RETAINAGE WILL BE HELD ON FTA FUNDED CONTRACTS.**

NYCDOT must ensure prompt and full payment from the Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City. When the City has made an incremental acceptance of a portion of a contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
SCHEDULE OF UTILIZATION**

INSTRUCTIONS

1. The low bidder must complete all appropriate sections of this form as a prerequisite to contract award or to any amendment to approved DBE Utilization.
2. For initial contract award, this form must be accompanied by a completed form AAPHC89 (DBE Utilization Worksheet) for each DBE that will be utilized in the contract.
3. For amendment to an approved award this form must be accompanied by a completed form AAP 89 for any DBE that is to be added to the original utilization plan; and/or by a completed form AAP 89-1 (DBE Utilization Worksheet Amendment) for any DBE whose approved utilization is to be changed.
4. Describe DBE Utilization as one of the following:
SC - Subcontract Construction TS - Trucking or Services MS - Materials or Supplies *(60% credit applied for MS)
5. The dollar value of utilization for each DBE is the actual amount to be paid to the DBE, not the contract item bid price.

CONTRACT INFORMATIONCHECK
ONE:☐ Schedule for Initial Contract Award

Date received in CCU _____

☐ Schedule for Amending UtilizationBidder
Address _____

Contract No. _____

Fed. Aid Project No. _____

Location (County) _____

Phone _____

Bid Date _____

F.E. ID No. _____

Total Amt. Bid \$ _____

DBE Goal _____

% x Total Amt. Bid = \$ _____

UTILIZATION INFORMATIONDBE UTILIZATION
(Firm Name)Fed. Emp. ID
No.Utilization
as
(See Instruction 4.)Dollar Value
of Utilization
(See Instruction 5.)

_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$

TOTAL DBE UTILIZATION = \$ _____

Date _____

Signature _____

Title _____

TO BE COMPLETED BY CCU

The Bidder _____ has _____ has not demonstrated good faith efforts to secure DBE utilization in satisfaction of the contract goals as required by the contract specifications.

Date: _____

Signature: _____

**NYC Department of Transportation
Contractor Report of Contract Payments**

Final Report <input type="radio"/> Yes <input type="radio"/> No	PIN & Contract # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	County <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Report Date <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Contractor Name and Address <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		Subcontractor/Vendor Name and Address <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Contractor Federal Identification Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		Subcontractor/Vendor Federal Identification Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Total Payments Due to Date:			
- Withholding to Date:			
= Total Payments to Date:			
Comments: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			
Certification			
<p>Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or material supplier the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or material supplier within 7 calendar days of the receipt of any payment from the public owner.</p>			
<p>As an officer or the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount herein, and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.</p>		<p align="center">PAYMENT CERTIFICATION</p> <p>As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein, and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.</p>	
Signed: _____ Title: _____ <div align="center">(For Contractor)</div>		Signed: _____ Title: _____ <div align="center">(For Subcontractor/Vendor)</div>	
Notarization			
Sworn before me this _____ Day of _____, _____ <div align="center">_____ Notary Public</div>		Sworn before me this _____ Day of _____, _____ <div align="center">_____ Notary Public</div>	
<p><small>Any person who makes a false or fraudulent statement in connection with participation of a DBE on any assisted program or otherwise violates applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.</small></p>			
<p><small>Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer in Charge for the contract.</small></p>			

NYCDOT AAP 21LL (FTA) Form Instructions:

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYC DOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the vendor to date.

Withholding to Date: Enter amount due vendor that has not been paid. Any withholding must be explained in the Comments section.

Total Payment to Date: Value of payments due to date less withholding.

Comments: Amounts recorded as withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any). If there is not enough space, then attach a letter of explanation to this form.

Signatures: Authorized representatives of both the Prime Contractor and Subcontractor/Vendor sign and date.

Notarization: The signatures must be notarized by a duly registered Notary Public.

The AAP 21LL is a cumulative to-date report of the total payments due a vendor, total withholdings, and total payments made to the vendor. The AAP 21LL is to be submitted and notarized by the 15th day of the following month to the Regional Local Project Liaison (RLPL) for each vendor due payment during the previous month or when requested by the Project Sponsor or the NYC Department of Transportation. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL should be submitted as soon as possible after the vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the vendor/subcontractor has completed its commitment.

The Prime Contractor shall submit a copy of the AAP 21LL signed by an authorized representative of their firm, to the Sponsor and to each vendor due payment on the project.

The Prime Contractor shall inform the Vendor of its responsibility to review the form for accuracy, to sign and return the form to the Sponsor, and to have the Vendor's signature on the AAP 21LL.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the New York City Department of Transportation and become a part of the records thereof and that entering any false information hereon constitutes the crime of offering a false instrument for filing in the first degree, which is a Class E Felony. (Penal Law, Section 175.35)

**DESIGNATION OF AFFIRMATIVE ACTION REPRESENTATIVES
BY CONTRACTORS/SUBCONTRACTORS**

In accordance with Equal Employment Opportunity (EEO) and Disadvantaged Business Enterprise (DBE) Utilization participation requirements of the New York City Department of Transportation contract identified below, the following information shall be furnished by the contractor and all subcontractors prior to approval to work.

1. **Contract No.** _____ 2. **County** _____

3. **Contractor:** ☐ or **Subcontractor:** ☐

Name _____

Address _____

City/State/Zip _____

4. **Equal Employment Opportunity Officer:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone () _____

5. **Contract Site Equal Employment Opportunity Representative:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone () _____

6. **Disadvantaged/ Minority/Women's Business Enterprise (D/M/WBE) Officer:**

Name _____

Title _____

Address _____

City/State/Zip _____

Telephone () _____

7. **Designation Submission:** ☐ Initial ☐ Revised

PRE-AWARD DBE TRUCKING COMMITMENT INFORMATION

Contract No.	PIN

Project Sponsor	County

Supervisor of the day-to-day DBE trucking operation is:

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

DBE Trucking Firm:	Owned	Leased	Total
No. of Trucks			0

Number of Trucks Performing Work	Rate (\$)	Per	Duration/No.	Commitment (\$)
On-Site				\$0.00
Off-Site				\$0.00
TOTAL				\$0.00

NOTE: A Low Bidder that submits a DBE Utilization Pre-Award Package that includes amount(s) for trucking, must complete this form to show how the commitment amount was estimated. For any long-term leased truck, submit a copy of the lease agreement. Rate should be stated as \$/day, \$/hour, \$/load, etc. and estimated duration/number of loads. (i.e., 1 truck @ \$400/day for 3 weeks = \$6,000)

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. ____ OF ____	DATE SUBMITTED
---------------------	---------------	--------------------------	---------------------------------	-----------------------

CONTRACTOR	SUBCONTRACTOR
NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
_____	_____
PHONE _____	PHONE _____
FED. ID No. _____	FED. ID No. _____

<p>The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.</p>	EST. BEGINNING DATE (Mo & Yr) ____/____/____	EST. COMPLETION DATE (Mo & Yr) ____/____/____
--	--	---

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No Work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Contract Compliance Director. The signators below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

Contractor's Signature _____	Date _____	Subcontractor's Signature _____	Date _____
-------------------------------------	-------------------	--	-------------------

	ITEM No.	NAME	< 100 %	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1							
2							
3							
4							
5							
6							
7							
8							
9							
TOTALS: \$				\$	\$	\$	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. CCU approval of an Approval to Subcontract form AAPHC 89 is required prior to subletting or otherwise assigning any part of the contract.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY: _____	DATE APPROVED ____/____/____
--	--

NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET

New York City Department of Transportation DBE General Provisions requires that prior to contract award, Contractors must obtain written consent of the NYCDOT to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet has been designated for use as form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheets are to be submitted directly to CCU as attachments to a revised Utilization Plan, form AAP 19.

CONTRACT No.: Enter New York City contract number. (Example: BRC100)

COUNTY: Enter name of county or counties of this project. (Example: Bronx)

F.A. Project No.: Enter only for Federal Aid Projects. (Example: I-87-3(177))

PAGE No.: Enter 1 of 1, 1 of 2, or 2 of 2 etc. Use additional forms as needed.

DATE SUBMITTED: Enter date completed forms are submitted to OCC (MM/DD/YY)

CONTRACTOR AND SUBCONTRACTOR DATA: Enter names, and addresses (including ZIP code), telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Subcontractor.

EST. BEGINNING DATE: Enter estimated month and year in which subcontractor work will begin.

EST. COMPLETION DATE: Enter estimated month and year in which subcontractor work will completed.

SIGNATURES: Authorized representatives of both the prime and subcontractor sign and date.

ITEM No. AND NAME: Enter each item or specification number and name. If only part of an item is to be subcontracted check the "less than 100%" box and attach a description of the specific work to be performed.

BID AMOUNT: Enter the prime contractor total bid price for items of work being subcontracted, item by item, under appropriate heading of "Specialty" or Non-Specialty" and enter totals for each "Specialty" items, if any, are designated in the contract proposal. If only part of an item is to be subcontracted enter the amount of the prime contractor bid amount that represents the portion of the item that is being subcontracted: For other than subcontract work, i.e. material supplier and off-site trucking or other services no entry is required under "Specialty" or "Non-Specialty" headings.

DBE ONLY AGREED AMOUNT: In addition to completing the appropriate bid amount columns as described above on the utilization worksheet enter the agreed amount for each item of work to be performed by a certified DBE. Indicate if the contractor's Utilization Plan whether subcontractor, material supplier, trucker or provider of other services

TOTALS: Enter the sum of all Bid Amounts and DBE Agreed Amounts, if any.

Subcontractor Approvals and Approval Amendments will be sequentially numbered for each prime contract in the order that may be approved. An approved copy will be provided to the prime contractor and the Engineer-in-Charge of the contract in each instance.

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET AMENDMENT**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. ____ OF ____	DATE SUBMITTED
CONTRACTOR		SUBCONTRACTOR		
NAME _____		NAME _____		
ADDRESS _____		ADDRESS _____		
PHONE _____		PHONE _____		
FED. ID No. _____		FED. ID No. _____		

The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.

EST. BEGINNING DATE	EST. COMPLETION DATE
(Mo & Yr) ____/____	(Mo & Yr) ____/____

This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Contract Compliance Director. The signatories below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

Contractor's Signature**Date****Subcontractor's Signature****Date**

ONLY LIST ITEMS TO BE ADDED, DELETED, INCREASED OR DECREASED: See Instructions.

ITEM No.	NAME	Previous or New Entry	< 100%	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1		PREV					
		NEW					
2		PREV					
		NEW					
3		PREV					
		NEW					
4		PREV					
		NEW					
5		PREV					
		NEW					
Total all PREV Bid Amounts & D/M/WBE Agreed Amounts:							
Total all NEW Bid Amounts & D/M/WBE Agreed Amounts:							
NET TOTAL AMENDMENTS: \$				\$	\$	\$	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. CCU approval of an Approval to Subcontract (Amended) form HC 89-1 is required prior to subletting or otherwise assigning any new work shown on this worksheet.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:**DATE APPROVED**

/ /

**INSTRUCTIONS FOR COMPLETING FORM AAPHC 89-1
DBE UTILIZATION WORKSHEET AMENDMENT**

New York City Department of Transportation DBE Provisions requires that prior to contract award; Prime Contractors must obtain written consent of the Department to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor. The DBE Utilization Worksheet Amendment is used to describe in item detail any change (addition, subtraction, increase and/or decrease) to a previously approved worksheet.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet Amendment has been designed for use as form AAPHC 89-1, when submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheet Amendments are to be submitted directly to OCC as attachments to a revised Utilization Plan, form AAP 19.

Approval of the Utilization Worksheet Amendment conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract.

Only one DBE Utilization Worksheet is to be submitted for each subcontractor on this prime contract. DO NOT submit amendments to the item(s) or amount(s) of work proposed for a subcontractor on another form AAPHC 89. After initial forms have been filed for a given subcontractor, any amendments to the item(s) or amount(s) of work to be performed by this subcontractor will be submitted on form AAPHC 89-1.

Examples: (1) To add or delete items of work and/or increase or decrease the value of an item of work on a previously approved Utilization Worksheet: complete form AAPHC 89-1.

(2) To transfer part of a previously approved Utilization Worksheet from one subcontractor to another previously approved subcontractor: complete two sets of forms AAPHC 89-1. On the first request approval to decrease previously approved value(s) and on the second request approval to increase previously approved value(s).

(3) To transfer part of a previously approved Utilization Worksheet from one subcontractor to a new, not previously approved subcontractor: complete form AAPHC 89-1 and one form AAPHC 89. On the form AAPHC 89-1, request approval to decrease the value of a previously approved subcontract; on the form AAPHC 89, request approval to execute an entirely new subcontract with a new subcontractor.

AN AMENDMENT THAT REDUCES THE UTILIZATION OF AN APPROVED DBE MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION (i.e., a letter of unavailability from the DBE).

CONTRACT NO.: Enter NYC contract number. Example: BRC100

COUNTY: Enter name of county or counties. Example: Manhattan & Brooklyn

F.A. PROJECT No.: Enter only for Federal-Aid projects. Example: I-87-3(177)

Appendix C

DETERMINING GOOD FAITH EFFORTS

To determine whether a bidder that has failed to meet the DBE contract goal(s) may receive the contract, the Department will decide whether the efforts the Bidder made to obtain DBE participation were "good faith efforts" to meet the goal(s). Efforts that are merely pro forma are not good faith efforts to meet the goal(s). Efforts to obtain DBE participation are not good faith efforts to meet the goal(s), even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal(s).

In order to evaluate the Bidder's conformance to this subsection, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The following is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

The following is a list of the kinds of efforts that the City will evaluate to determine if the Bidder has demonstrated a good faith effort:

1. Efforts to secure participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYSUCP shall be used to fulfill the established goal on Federal-Aid contracts.
2. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder shall solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
3.
 - a. The Bidder shall, at a minimum, seek certified DBEs in the same geographic region where the contract is located. This is defined as a one hundred (100) kilometer radius around the city, town or borough where the contract is located as identified in the contract proposal. For specialty work such as pavement markings, guide rail, etc. (as defined in the contract proposal) the Bidder shall, at a minimum, solicit on an upstate or downstate basis, depending upon the location of the contract.
 - b. The Department has facilitated identification of upstate, downstate and areas within a 100 km radius through the NYSUCP website, which is accessible on the Internet at www.nysucp.net. For more information contact the NYCDOT at (212) 839-9411. For bidders who do not have internet capability, a hard copy solicitation report for a specific contract can be requested by contacting the Office of Contract and Compliance Unit at (212) 839-9411.

4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal(s) will be achieved. This includes, where appropriate, either breaking down operations within the contract or combining like or related operations in the contract into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6.
 - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE's Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE's Subcontractors and material suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - b. The fact that there may be some additional cost involved in finding and using DBEs is not itself sufficient reason for a bidder's failure to meet contract DBE goal(s), as long as such cost are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
7. Not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City.
9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. Effectively using the services of available disadvantaged business focused media, trade associations, and contractors' groups; local, state, and Federal disadvantaged business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
11. All bidders shall keep records of efforts to solicit and negotiate with DBEs, using the Solicitation Log as a continuing record of pre- and post-letting solicitation activity. When submitting a DBE Schedule of Utilization to the City, the Apparent Low Bidder will attach the log, together with the supplemental information specified in the instructions for the Solicitation Log as evidence of good-faith efforts when the established DBE goal(s) for the contract have not been met utilizing certified DBEs. Such supplemental efforts shall include at least the following:
 - a. All envelopes of solicitation inquires that were returned as undeliverable; and
 - b. Any quotations submitted by DBEs that are not included in the DBE Schedule of Utilization with an explanation for the Bidder's action in case.

12. Promptly executing an agreement with DBE Subcontracts/vendors.

The DBE Compliance Officer will review the data submitted under this section to determine whether the DBE requirements have been satisfied through good faith efforts.

NYC Department of Transportation DBE SOLICITATION LOG

NYC DOT
AAP10
(01/14)

Contract No. _____ County _____ Letting Date ____/____/____ Date Submitted ____/____/____ Page ____ of ____
Contractor Name & Address _____ Contract Name: _____
E-Mail: _____ Telephone No: () - _____

	Firm Name Contact	Program	Telephone No. E-Mail Address	NYSDOT Work Code(s)	Date of Contact	Method(s) of Contact	DBE Response Code(s)	Bidder Action Code(s)
1		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
2		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
3		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
4		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
5		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
6		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
7		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
8		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
9		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		
10		Select One	() -		//	Select One		
					//	Select One		
					//	Select One		

DBE Response Codes 11-Submitted/Written Quote 12-Submitted Verbal Quote 13-Negotiating with prime 14-Developing Quote
21-Not Certified for Items(s) 22-Location Unacceptable 23-No Price Agreement 24-No Time for Bid 25-Schedule Unacceptable 26-Other
31-Selected 32-Unavailable 33-No Longer in Business 34-Undeliverable 35-Unreliable 36-Unresponsive 37-Not Selected

Appendix D

PROMPT PAYMENT AFFIDAVIT

(SAMPLE PRIME CONTRACTOR PROMPT PAYMENT AFFIDAVIT)

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____
(Title - e.g., President, Vice President, etc.) of _____
("Company"), do state the following with regard to payments made under Contract No. _____
("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Company received payment from the City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to NYCDOT Contract Compliance Department. In addition, the Company has attached to the current Payment Request all liens and or waivers for prior subcontractor payments and any other documentation required by the City. **(Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to NYCDOT Contract Compliance Department may cause the Payment Request to be rejected by the City).**
3. _____ There was no delay in or postponement of any payment owed to a DBE subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20_.

Notary Public

Appendix E

SAMPLE PRIME CONTRACTOR AWARD LETTER

Date

Prime Contractor Winner, Inc.
Attn: Mr. Buck Stops Here, President
1111 Bottom Line Street
Anywhere, New York 10000

Re: Contract Name and/or Description

Dear Mr. John Doe:

Your Company was awarded and recently executed the above listed contract with NYCDDC. Part of the consideration in awarding the contract was the Disadvantaged Business Enterprise (DBE) participation that you listed in the bid/proposal document. Please be advised that you will be required to meet your Disadvantaged Business Enterprise Goals of 11%

You have listed the following DBE firm(s) and the dollar amounts of their subcontracts:

ABC Electrical Co.	Electrical Contracting	\$xx,xxx
DEF Plumbing	Plumbing Contracting	\$xx,xxx
GHI Roofing	Roofing Contracting	\$xx,xxx
JKL Printing Co.	Printing	\$xx,xxx

The DBE firm(s) listed above represent(s) your commitment to NYCDOT's DBE program and each respective DBE firm.

To ensure the integrity of the DBE program, NYCDOT has developed DBE compliance procedures that should be followed during this contract. NYCDDC's DBE Department and Contract Administrator should be notified in writing prior to any material changes from the above commitments. Also, any changes should be for real and substantial reasons. Frivolous and/or unsubstantiated changes are unacceptable.

Please provide to the DBE Department, within 3 calendar days of execution, a copy of your executed subcontract with each DBE firm. A letter of commitment signed by both an authorized representative of your firm and the DBE firm may be submitted instead of signed subcontracts. The letter should verify the subcontract dollar amount, the general work scope, **and affirm the absence of subcontract restrictions or requirements that are unfair, burdensome, outside of normal business practices, unjustly punitive, etc.** There should be a letter for each DBE firm.

Also, you **must** attach NYCDOT's DBE Expenditure Report (see contract compliance manual) with **each** invoice/payment request that you submit to NYCDDC's Contract Administrator. This report is designed to provide an accounting of monthly and year-to-date payments made to the DBE firm(s) that you have subcontracted with above.

The DBE Expenditure Report reflects the dollars that **will be paid** to each DBE firm from your **submitted invoice/payment request**. Evidence of payments (i.e. copy of canceled checks, copy of check register, etc.) may be periodically requested. NYCDDC **may not** authorize payment unless the DBE Expenditure Report accompanies your invoice/payment request.

Finally, please submit a DBE projected work schedule (i.e. a breakdown by month of expected DBE activity). Updates of the projected work schedule should be submitted as needed over the life of the contract.

Failure to comply may result in breach of contract and it may jeopardize future contracts with NYCDDC.

If you have any questions you may contact NYCDDC's Contract Compliance Unit at (718) 391-2310 or email us at VANterPOB@ddc.nyc.gov.

Thank you for your continued commitment and cooperation.

Cordially,

DBE Administrator

cc: Every DBE Firm Listed Above
Appropriate Project Manager, NYCDOT
Contracts Administrator, NYCDOT
Purchasing Administrator, NYCDOT
DBE File, NYCDOT
Others As Needed

Appendix F

MINORITY OWNED FINANCIAL INSTITUTIONS

All contractors are encouraged to use Minority Owned Financial Institutions. A list can be found at <http://www.federalreserve.gov/releases/mob/>.

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 07/01/2016

	Rates	Fringes
LABORER		
Building, Heavy and Residential Construction		
LABORER: (Asbestos, Lead, Hazardous Waste Removal (including soil)/CEMENT/CONCRETE.....	\$ 41.00	38.53
UTILITY LABORER.....	\$ 40.85	38.53

Paid Holidays: Labor Day and Thanksgiving Day

LABO1010-001 07/01/2018

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer..	\$ 42.48	42.21
FORMSETTERS.....	\$ 46.35	42.21
LABORERS.....	\$ 42.48	42.21
Landscape Planting & Maintenance.....	\$ 42.48	42.21
Maintenance Safety Surface..	\$ 42.48	42.21
Slurry/Sealcoater/Play Equipment Installer.....	\$ 42.48	42.21
Small Equipment Operator (Not Operating Engineer)...	\$ 42.48	42.21
Small Power Tools Operator..	\$ 42.48	42.21

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day,
Columbus Day, Election Day and Thanksgiving Day, provided
the employee has worked one (1) day in the calendar week in
which the said holiday occurs.

LABO1010-002 07/01/2018

	Rates	Fringes
Laborers-Asphalt Construction:		
Micro Paver.....	\$ 46.95	42.21
Raker.....	\$ 46.35	42.21
Screedperson.....	\$ 46.95	42.21
Shoveler (Production Paving Only).....	\$ 42.48	42.21
Small Equipment Operator (Asphalt).....	\$ 42.48	42.21

 PAIN0009-001 05/01/2018

	Rates	Fringes
GLAZIER.....	\$ 29.05	18.88
PAINTER		
Painters, Drywall		
Finishers, Lead Abatement		
Worker.....	\$ 45.70	27.67
Spray, Scaffold and		
Sandblasting.....	\$ 48.70	27.67

 PAIN0806-001 10/01/2018

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 49.50	41.88

 PAIN1974-001 06/28/2018

	Rates	Fringes
Painters:		
Drywall Tapers/Pointers.....	\$ 47.82	25.21

 PLAS0262-001 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

 PLAS0262-002 08/01/2018

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

 PLAS0780-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 51.97	33.56

 PLUM0001-001 07/01/2018

	Rates	Fringes
PLUMBER		
MECHANICAL EQUIPMENT AND		
SERVICE		
Any repair and/or		
replacement of the		
present plumbing system		
that does not change the		
existing roughing.....	\$ 41.55	16.61
PLUMBERS:.....	\$ 68.40	33.80

 PLUM0638-001 12/28/2016

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 61.81	48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

 ROOF0008-003 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 42.50	33.37

 SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

 TEAM0282-001 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 43.43	48.7025+a
Euclids & Turnapulls.....	\$ 43.53	48.7025+a
High Rise.....	\$ 51.36	48.7025+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

=====

END OF GENERAL DECISION



**Department of
Design and
Construction**

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

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

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: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
SWA/BALSLEY

June 4, 2018

NYSDOT PIN X773.30
Fed. Aid Project No. _____



9-0 10

CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

JUNE 2015

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

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal; and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

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

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

8. Examination and Viewing of Site

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. 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.

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.

(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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Bid Submission Requirements

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

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

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

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

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

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

I. POLICY ON SITE SAFETY

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

- ☐ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ☐ New York City Construction Codes, Title 28
- ☐ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ☐ New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- ☐ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ☐ Manual on Uniform Traffic Control Devices (MUTCD)
- ☐ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

II. PURPOSE

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

III. DEFINITIONS

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

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

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

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

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

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

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

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

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

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

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

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

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

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

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Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

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

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

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

IV. RESPONSIBILITIES

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

A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety-related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project-related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.

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- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

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

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

- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

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

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

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

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

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VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

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

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

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

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

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

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

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

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

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

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

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS personnel.

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VIII. EVALUATION DURING WORK IN PROGRESS

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

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director - QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

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

11.4 **Compensable Delays**

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

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

- 11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.
- 11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.
- 11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.
- 11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-specific** storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
 - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
 - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
 - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
 - (4) Multiply the result of item (3) by 7.25% for the total profit; and
 - (5) The total extended home office overhead will be the total of items (3) and (4).

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

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

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 **Determining the Date of Substantial Completion:** The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 **Inspection:** The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 **Approval of Final Approved Punch List and Date for Final Acceptance:** Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 **Date of Substantial Completion.** The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 **Determining the Date of Final Acceptance:** The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 **Request for Inspection:** Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 **Request for Re-inspection:** If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.¹ For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** **Work**, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of \$100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the City. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

Subcontractor shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 **Payment to Subcontractors:** The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 **Prevailing Rate of Wages:** The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 **Section 6-123 of the Administrative Code:** Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB Rules**, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the **City** shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) **Marine Pollution Liability Insurance:** If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City Corporation Counsel**.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City Corporation Counsel**, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the City and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the City Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an **Additional Insured** with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner**'s address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or Law.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 Extra Work: For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 **Workers' Compensation Insurance**, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of **Workers' Compensation Insurance** is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than **Workers' Compensation Insurance**; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to Commissioner.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller Investigation.** The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the City Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the City Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) **Days** of its receipt of the Petition by the City Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the **Engineer**, the **Comptroller**, the **City Corporation Counsel**, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB Rules**. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) Days after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency head**, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.² Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

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

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

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

35.5.7 Enforcement and Penalties.

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

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

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLI provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLI may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** and located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below:

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **ContrSact** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 Site Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On Site: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB Rules** in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB Rules**.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB Rules**.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB Rules** and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition; provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the City Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

64.1.1 Stop Work on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

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

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

69.2.1 Have no business operations in Northern Ireland, or

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the City by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the City for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the Site of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the Site relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the Site, bidders are to contact the **Agency** contact person specified in the bid documents.

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

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the **M/WBE** Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

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: *Lorraine Gills*
Commissioner

ERINDA A. BARBERO
Notary Public, State of New York
No. 0184331073
Qualified in Kings County
Commission Expires Nov 28, 20

CONTRACTOR:

By: *[Signature]*
(Member of Firm or Officer of Corporation)

Title: *Secy*

(Where Contractor is a Corporation, add):
Attest:

[Signature]
Secretary

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Kings ss:

On this 26 day of MARCH 2019 before me personally came STEPHEN LICATA
to me known who, being by me duly sworn did depose and say that he resides at MATTITUCK
NEW YORK that he is the Secy JLTIX ENTERPRISES INC
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.

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

Brenda A Barreiro
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____
to me known, and known to me to be one of the members of the firm of _____
_____ described in and who executed the foregoing instrument; and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:


On this _____ day of _____, _____, before me personally appeared _____
to me known, and known to me to be the person described in and who executed the foregoing instrument;
and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Kings ss:

On this 2nd day of April, 2019, before me personally came Lorraine Gnillo to me known, and known to be the ~~Deputy~~ Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as ~~Deputy~~ Commissioner for the purposes therein mentioned.


Notary Public or Commissioner of Deeds

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

five million, nine hundred fifty-eight thousand,
four hundred forty-seven and five tenths

Dollars (\$ 5,958,447.50)

is chargeable to the fund of the Department of Design and Construction entitled Code

HWPL2 004X

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Ronnie Gills
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

**MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET**

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS,;

That we, _____

hereinafter referred to as the "Principal,"
and, _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of _____

(\$ _____) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for _____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____, 20_____
(Seal)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.m.

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 dispose 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.

CITY OF NEW YORK
DDC

103

STANDARD CONSTRUCTION CONTRACT
March 2017

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

Bond #015201853

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ILJ IV Enterprises, Inc.

213-19 99th Avenue

Queens Village, NY 11429

hereinafter referred to as the "Principal,"
and, Liberty Mutual Insurance Company

1200 MacArthur Blvd.

Mahwah, NJ 07430

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Five Million Nine Hundred Fifty Eight Thousand Four Hundred Forty Seven and 50/100

(\$ 5,958,447.50) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: HWPLZ004X; E-PIN: 85018B0122001; DDC PIN: 8502017HW0041C

Reconstruction of Morrison Avenue Plaza - Boro of the Bronx

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ 13th _____ day of _____ March _____ 20 19 _____ .

(Seal)

_____ ILI IV Enterprises, Inc. _____ (L.S.)

Principal

By: _____

(Seal)

Surety

By: _____
Liberty Mutual Insurance Company _____

Surety

(Seal)

By: _____
Robert Kempner, Attorney-in-Fact _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Surety

(Seal)

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:

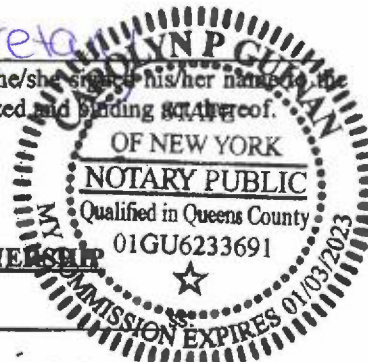
On this 25th day of March, 20 19 before me personally came _____

to me known, who, being by me duly sworn did depose and say that he resides

at Northrock

_____ ; that he/she is the Secretary 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 of _____

Notary Public or Commissioner of Deeds.



ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____

On this _____ day of _____, 20 _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides

at _____

_____ ; that he/she is _____ partner of

_____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____

to me known, who, being by me duly sworn did depose and say that he/she resides

at _____

_____ and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

COUNTY OF Queens

SS:

On this 25th day of March, 2019, before me personally came Stephencicata to me known, who, being by me duly sworn did depose and say that he resides at Matthicku that he is the Secretary of Jay Enterprises Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Carolyn P Guinan
Notary Public



ACKNOWLEDGEMENT OF SURETY

STATE OF New York

COUNTY OF Nassau

SS:

On this 13th day of March, 2019, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN8004351
Qualified in Suffolk County
Commission Expires March 23, 2022

My commission expires

2
Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197084- 015019**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Robert W. O'Kane; Joseph Sforzo; Robert Kempner; Joseph M. Sforzo

all of the city of Plainview state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2019



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets		Liabilities	
Cash and Bank Deposits	\$370,003,299	Unearned Premiums	\$7,503,154,587
*Bonds — U.S Government	1,331,664,975	Reserve for Claims and Claims Expense	19,658,731,454
*Other Bonds	11,127,053,004	Funds Held Under Reinsurance Treaties	224,693,828
*Stocks	16,367,850,688	Reserve for Dividends to Policyholders	967,520
Real Estate	272,895,626	Additional Statutory Reserve	52,491,027
Agents' Balances or Uncollected Premiums	5,258,657,823	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	100,341,596	Other Liabilities	4,049,392,852
Other Admitted Assets	11,192,287,530	Total	\$31,489,431,268
Total Admitted Assets	\$46,020,754,541	Special Surplus Funds	\$176,230,822
		Capital Stock	10,000,000
		Paid in Surplus	9,484,316,385
		Unassigned Surplus	4,860,776,066
		Surplus to Policyholders	14,531,323,273
		Total Liabilities and Surplus	\$46,020,754,541



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

T. Mikolajewski

Assistant Secretary

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

Bond #015201853

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

JLJ IV Enterprises, Inc.

213-19 99th Avenue

Queens Village, NY 11429

hereinafter referred to as the "Principal", and _____

Liberty Mutual Insurance Company

1200 MacArthur Blvd.

Mahwah, NJ 07430

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Five Million Nine Hundred Fifty Eight Thousand Four Hundred Forty Seven and 50/100

(\$5,958,447.50) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: HWPLZ004X; E-PIN: 85018B0122001; DDC PIN: 8502017HW0041C

Reconstruction of Morrison Avenue Plaza - Boro of the Bronx

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 13th day of March, 2019.

(Seal)

JLJ IV Enterprises, Inc. (L.S.)

Principal

By: [Signature]

(Seal)

Liberty Mutual Insurance Company

Surety

By: Robert Kempner
Robert Kempner, Attorney-In-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 25th day of March, 2017, before me personally came Stephen Licata to me known, who, being by me duly sworn did depose and say that he resides at 114-11 47th Ave that he is the Secretary 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



ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

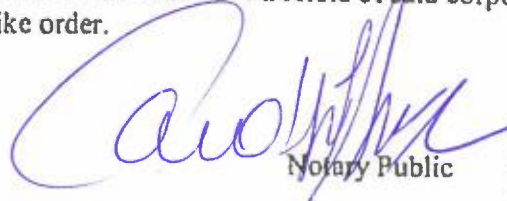
ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

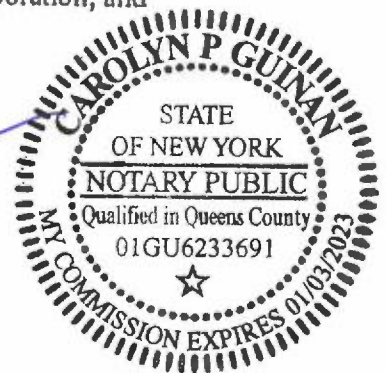
STATE OF New York

COUNTY OF Queens

SS:

On this 25th day of March, 2019, before me personally came Stephen Licata to me known, who, being by me duly sworn did depose and say that he resides at Matthuck NY that he is the Secretary of LYN Enterprise Inc the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.


Notary Public



ACKNOWLEDGEMENT OF SURETY

STATE OF New York


COUNTY OF Nassau

SS:

On this 13th day of March, 2019, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN8004351
Qualified in Suffolk County
Commission Expires March 23, 2022

My commission expires


Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197084- 015019**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Robert W. O'Kane; Joseph Sforzo; Robert Kempner; Joseph M. Sforzo

all of the city of Plainview state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets		Liabilities	
Cash and Bank Deposits.....	\$370,003,299	Unearned Premiums.....	\$7,503,154,587
*Bonds — U.S Government.....	1,331,664,975	Reserve for Claims and Claims Expense.....	19,658,731,454
*Other Bonds.....	11,127,053,004	Funds Held Under Reinsurance Treaties.....	224,693,828
*Stocks.....	16,367,850,688	Reserve for Dividends to Policyholders.....	967,520
Real Estate.....	272,895,626	Additional Statutory Reserve.....	52,491,027
Agents' Balances or Uncollected Premiums.....	5,258,657,823	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	100,341,596	Other Liabilities.....	4,049,392,852
Other Admitted Assets.....	11,192,287,530	Total.....	\$31,489,431,268
		Special Surplus Funds.....	\$176,230,822
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,484,316,385
		Unassigned Surplus.....	4,860,776,066
		Surplus to Policyholders.....	14,531,323,273
Total Admitted Assets.....	\$46,020,754,541	Total Liabilities and Surplus.....	\$46,020,754,541



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

T. Mikolajewski

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vanguard Coverage 101 SUNNYSIDE BLVD SUITE 101 PLAINVIEW NY 11803	CONTACT NAME: Michael Rella PHONE (A/C, No. Ext): (516) 349-1333 FAX (A/C, No): (516) 349-8667 E-MAIL ADDRESS: Certificates@vanguardcoverage.com														
INSURED JLJ IV Enterprises, Inc. 213-19 99th Avenue Queens Village NY 11429	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER B: Endurance American Insurance</td> <td>41718</td> </tr> <tr> <td>INSURER C: United States Fire Insurance</td> <td>21113</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability Co	38318	INSURER B: Endurance American Insurance	41718	INSURER C: United States Fire Insurance	21113	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 19-20 NYC DDC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1000025594191	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Includes X, C, U						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER						\$
A	AUTOMOBILE LIABILITY			10005855552191	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1000198562191	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			100 0003136	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			EXC30000252202	2/1/2019	2/1/2020	OCCURENCE/AGGREGATE 6,000,000
C	Excess Liability			5228054046	2/1/2019	2/1/2020	OCCURENCE/AGGREGATE 12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HWPLZ004X, DDC Pin: 8502017HW0041C, Reconstruction of Morrison Ave Plaza, Borough of the Bronx. The following are included as additional insureds where required by written contract: New York City Transit Authority ("NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), the Staten Island Rapid Transit Operating Authority ("SIRTOA"), the Metropolitan Transportation Authority ("MTA") including its subsidiaries and affiliates, MTA Capital Construction ("MTACC"), MTA Bus Company ("MTA Bus"), and the City of New York ("City" as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified

CERTIFICATE HOLDER

CANCELLATION

NEW YORK CITY DEPARTMENT OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Joseph Sforzo/LYNN </p>
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COMMENTS/REMARKS

Parties listed herein, New York State, including its officials and employees, Federal Transit Administration FTA, including its officials and employees, Federal Highway Administration FHWA, its officials and employees.

City of New York, including its officials and employees. All person (s) or organization(s), if any, that Article 22.1.1(b) of the Contrat requires to be named as Additional Insured Insurance coverage shall be on a primary and non-contributory basis where required by written contract.

A waiver of subrogation is included in favor of the additional insureds where required by written contract.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Vanguard Coverage

[Name of broker or agent (typewritten)]

101 Sunnyside Blvd Suite 100, Plainview, NY 11803

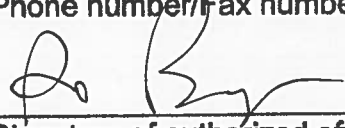
[Address of broker or agent (typewritten)]

Rburger@vanguardcoverage.com

[Email address of broker or agent (typewritten)]

516-349-1333

[Phone number/Fax number of broker or agent (typewritten)]


[Signature of authorized official, broker, or agent]

Robin Burger, Senior Account Manager

[Name and title of authorized official, broker, or agent (typewritten)]

State of NY)
County of Nassau) ss.:

Sworn to before me this 13th day of March, 20 19

NOTARY PUBLIC FOR THE STATE OF NY

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County
Commission Expires March 23, 2022



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) JLJ IV Enterprises, Inc. 213-19 99th Avenue Queens Village, NY 11429 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy) All Locations	1b. Business Telephone Number of Insured 718-465-5600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-3630755
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK CITY DEPARTMENT OF DESIGN & CONSTRUCTION 30-30 Thomson Ave Long Island City, NY 11101	3a. Name of Insurance Carrier Starr Indemnity & Liability Co. 3b. Policy Number of Entity Listed in Box "1a" 100 0003136 3c. Policy effective period 2/1/2019 to 2/1/2020 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Robin Burger
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 3/13/15
(Signature) (Date)

Title: Senior Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-349-1333

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) JLJIV ENTERPRISES INC 213-19 99TH AVENUE QUEENS VILLAGE, NY 11429 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 718-465-5600 1c. Federal Employer Identification Number of Insured or Social Security Number 11-3630755
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design & Construction 30-30 Thomson Avenue Long Island City, NY 11101	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3b. Policy Number of Entity Listed in Box "1a" R10583-003 3c. Policy effective period 10/1/2014 to 1/17/2020

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

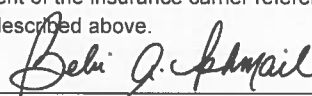
5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/13/2019

By


(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141

Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/contract/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.21**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.52**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$42.53**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$57.17

Supplemental Benefit Rate per Hour: \$43.62

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$55.10
Supplemental Benefit Rate per Hour: \$31.20

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.28

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$50.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.34**

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.65**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$39.46

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Cement & Concrete Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.00**

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$18.00**

Supplemental Note: \$19.50 on Saturdays; \$21.00 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.97**

Supplemental Benefit Rate per Hour: **\$39.71**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.69**

Supplemental Benefit Rate per Hour: **\$25.45**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.62

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.46

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.13

Supplemental Benefit Rate per Hour: \$25.45

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

DIVER

Diver (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$67.94

Supplemental Benefit Rate per Hour: \$50.67

Diver Tender (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.24

Supplemental Benefit Rate per Hour: \$50.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Dockbuilder - Pile Driver

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$50.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$47.22

Supplemental Note: Over 40 hours worked: at time and one half rate - \$20.58; at double time rate - \$27.44

Driver - Tractor Trailer

Effective Period: 7/1/2018 - 6/30/2019

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$42.97

Supplemental Benefit Rate per Hour: \$47.15

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30; at double time rate - \$24.41

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.53

Supplemental Benefit Rate per Hour: \$47.15

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30 at double time rate - \$24.41

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$38.40

Supplemental Benefit Rate per Hour: \$44.12

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$55.72

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$59.23

Electrician "A" (Swing Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$65.71

Supplemental Benefit Rate per Hour: \$63.52

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$98.57

Supplemental Benefit Rate per Hour: \$67.64

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$73.60

Supplemental Benefit Rate per Hour: \$70.09

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$110.40

Supplemental Benefit Rate per Hour: \$74.70

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.92.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$20.30**

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$24.47**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$21.84**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2018 - 3/9/2019

Wage Rate per Hour: \$32.90

Supplemental Benefit Rate per Hour: \$16.82

Supplemental Note: \$15.32 only after 8 hours worked in a day

Effective Period: 3/10/2019 - 6/30/2019

Wage Rate per Hour: \$33.40

Supplemental Benefit Rate per Hour: \$17.68

Supplemental Note: \$16.06 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M.
and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$57.63

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.16

Supplemental Benefit Rate per Hour: \$42.19

Electrician - Electro Pole Maintainer

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.11

Supplemental Benefit Rate per Hour: \$37.93

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$64.48

Supplemental Benefit Rate per Hour: \$35.80

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.49

Supplemental Benefit Rate per Hour: \$35.65

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.99

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$110.38

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$66.92

Supplemental Benefit Rate per Hour: \$38.28

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$107.07

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.44
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$101.50

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$66.60
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$106.56

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$87.74
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$140.38

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$43.66

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$69.86

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$44.82
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$71.71

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$59.97
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$95.95

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$41.22
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$65.95

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.75
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$102.00

Engineer - Steel Erection Oiler I

On a Truck Crane

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$59.61

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$95.38

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.16

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$72.26

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$47.25

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$58.01

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunit Machine, Compressors (three or more in Battery).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.89

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.90**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.81**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.34**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$63.81

Supplemental Benefit Rate per Hour: \$33.93

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$49.60

Supplemental Benefit Rate per Hour: \$33.93

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$32.11

Supplemental Benefit Rate per Hour: \$33.93

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,
Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$72.19

Supplemental Benefit Rate per Hour: \$35.32

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.03

Supplemental Benefit Rate per Hour: \$35.32

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$44.51

Supplemental Benefit Rate per Hour: \$35.32

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$67.31

Supplemental Benefit Rate per Hour: \$34.82

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.47

Supplemental Benefit Rate per Hour: \$34.82

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$35.14

Supplemental Benefit Rate per Hour: \$34.82

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$79.03

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$126.45

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$81.79

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$130.86

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$84.39

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$135.02

Operating Engineer - Road & Heavy Construction IV

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Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$82.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$131.81**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$80.77**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$129.23**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$76.78**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$122.85**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$62.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$99.46**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.42**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$60.82**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$73.05

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$116.88

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$67.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$107.54

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.38

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$83.81

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$77.58

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$124.13

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$75.16

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

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Shift Wage Rate: \$120.26

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$71.89

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$115.02

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$77.97

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.69

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$109.90

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$69.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$110.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2018 - 6/30/2019

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Wage Rate per Hour: \$98.99
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$158.38

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$76.78
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$122.85

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$74.81
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$119.70

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.40
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$101.44

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$82.02
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2018 - 6/30/2019

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Wage Rate per Hour: \$49.10
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$65.70

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$84.83

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$135.73

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$81.54

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$130.46

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.69

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$77.90

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.39

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Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$74.22

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$67.78
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$50.96
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$77.03
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$81.56
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$75.21
Supplemental Benefit Rate per Hour: \$31.85

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Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$74.43

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$59.35

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

For New House Car projects Wage Rate per Hour \$47.54

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

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(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

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GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.55**

Supplemental Benefit Rate per Hour: **\$41.39**

Supplemental Note: Supplemental Benefit Overtime Rate: \$62.10

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is

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under \$141,750. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.06

Supplemental Benefit Rate per Hour: \$21.54

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$16.45

Overtime

Time and one half the regular rate after an 8 hour day.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$61.21

Supplemental Benefit Rate per Hour: \$39.46

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.

8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

**HOUSE WRECKER
(TOTAL DEMOLITION)**

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.88

Supplemental Benefit Rate per Hour: \$29.47

House Wrecker - Tier B

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.11

Supplemental Benefit Rate per Hour: \$21.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$52.62

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.35

Supplemental Benefit Rate per Hour: \$73.95

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.00

Supplemental Benefit Rate per Hour: \$42.63

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.25

Supplemental Benefit Rate per Hour: \$16.05

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$29.25

Supplemental Benefit Rate per Hour: \$16.05

Landscaper (up to 3 years experience)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.75

Supplemental Benefit Rate per Hour: \$16.05

Groundperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.75

Supplemental Benefit Rate per Hour: \$16.05

Tree Remover / Pruner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$35.25

Supplemental Benefit Rate per Hour: \$16.05

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.25

Supplemental Benefit Rate per Hour: \$16.05

Watering - Plant Maintainer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$20.22

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.05

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$40.35

Marble Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.21

Supplemental Benefit Rate per Hour: \$37.71

Marble Polisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$37.99

Supplemental Benefit Rate per Hour: \$29.48

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$38.40
Supplemental Benefit Rate per Hour: \$31.04

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.44

Supplemental Benefit Rate per Hour: \$24.50

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.63

Supplemental Benefit Rate per Hour: \$18.82

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$44.92**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.70**

Supplemental Benefit Rate per Hour: **\$53.21**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.35 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.58

Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.53

Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.08

Supplemental Benefit Rate per Hour: \$7.16

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.16**

Supplemental Benefit Rate per Hour: **\$16.04**

Assistant Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.97**

Supplemental Benefit Rate per Hour: **\$14.92**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2018 - 6/30/2019

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$12.37

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$12.37

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$49.50

Supplemental Benefit Rate per Hour: \$38.83

Painter - Power Tool

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$55.50

Supplemental Benefit Rate per Hour: \$38.83

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$44.89

Supplemental Benefit Rate per Hour: \$33.13

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.35

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2018 - 6/30/2019

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.95

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.35

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2018 - 7/31/2018

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$25.87**

Effective Period: 8/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.40**

Supplemental Benefit Rate per Hour: **\$33.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$54.80**

Supplemental Benefit Rate per Hour: **\$26.96**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.55

Supplemental Benefit Rate per Hour: \$16.61

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2018 - 6/30/2019

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$47.47

Supplemental Benefit Rate per Hour: \$24.36

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$65.65

Supplemental Benefit Rate per Hour: \$25.06

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER
(Exterior Building Renovation)**

Journey person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.57

Supplemental Benefit Rate per Hour: \$25.80

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$33.37**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.65**

Supplemental Benefit Rate per Hour: **\$49.15**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.72**

Supplemental Benefit Rate per Hour: **\$49.15**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$25.66**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.19**

Supplemental Benefit Rate per Hour: **\$3.03**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.87**

Supplemental Benefit Rate per Hour: **\$2.75**

Shipyard Laborer - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.89**

Supplemental Benefit Rate per Hour: **\$2.79**

Shipyard Laborer - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.71**

Supplemental Benefit Rate per Hour: **\$2.55**

Shipyard Dockhand - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$2.78**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.96**

Supplemental Benefit Rate per Hour: **\$2.60**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.50**

Supplemental Benefit Rate per Hour: **\$52.89**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: **\$110.84**

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public work contracts not to exceed \$1,500,000.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: **\$110.84**

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)**

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.50

Supplemental Benefit Rate per Hour: \$16.56

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.10

Supplemental Benefit Rate per Hour: \$14.80

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.25

Supplemental Benefit Rate per Hour: \$13.36

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$24.24

Supplemental Benefit Rate per Hour: \$12.29

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$20.10

Supplemental Benefit Rate per Hour: \$11.29

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$14.71

Supplemental Benefit Rate per Hour: \$10.12

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638B)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

STONE MASON - SETTER

Stone Mason - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.62

Supplemental Benefit Rate per Hour: \$41.65

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$25.61

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects. Locate & mark underground telecommunications cables and utilities for street excavation.)

Telecommunication Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.66**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.77**

Supplemental Benefit Rate per Hour: **\$30.87**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.98

Supplemental Benefit Rate per Hour: \$35.38

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$49.10

Supplemental Benefit Rate per Hour: \$49.97

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$62.37
Supplemental Benefit Rate per Hour: \$52.39

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$60.21
Supplemental Benefit Rate per Hour: \$50.65

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$59.11
Supplemental Benefit Rate per Hour: \$49.74

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$58.04
Supplemental Benefit Rate per Hour: \$48.81

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$58.04
Supplemental Benefit Rate per Hour: \$48.81

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$50.87
Supplemental Benefit Rate per Hour: \$46.11

Blasters (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$59.52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$50.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.97

Supplemental Benefit Rate per Hour: \$47.89

All Others (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.63

Supplemental Benefit Rate per Hour: \$44.29

Microtunneling (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.58

Supplemental Benefit Rate per Hour: \$38.31

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

ARTICLE 8 – NYC PUBLIC WORKS

**OFFICE OF THE COMPTROLLER
CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 85% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 95% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 95% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.20

Carpenter - High Rise (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$23.95
Supplemental Benefit Rate per Hour: \$16.33

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.53
Supplemental Benefit Rate per Hour: \$16.46

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$38.15
Supplemental Benefit Rate per Hour: \$16.61

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: \$16.96

Supplemental Benefit Rate Per Hour: \$11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: \$22.08

Supplemental Benefit Rate Per Hour: \$16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: \$27.20

Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.58

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.16

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$13.64
Overtime Supplemental Rate Per Hour: \$14.73

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$14.15
Overtime Supplemental Rate Per Hour: \$15.31

Electrician (Third Term: 0-6 Months)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$18.50**
Supplemental Benefit Rate per Hour: **\$14.66**
Overtime Supplemental Rate Per Hour: **\$15.88**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$19.50**
Supplemental Benefit Rate per Hour: **\$15.17**
Overtime Supplemental Rate Per Hour: **\$16.45**

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$20.50**
Supplemental Benefit Rate per Hour: **\$15.68**
Overtime Supplemental Rate Per Hour: **\$17.03**

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$22.50**
Supplemental Benefit Rate per Hour: **\$16.70**
Overtime Supplemental Rate Per Hour: **\$18.18**

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$24.50**
Supplemental Benefit Rate per Hour: **\$20.30**
Overtime Supplemental Rate Per Hour: **\$21.84**

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$29.00**
Supplemental Benefit Rate per Hour: **\$22.65**
Overtime Supplemental Rate Per Hour: **\$24.47**

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.89

Elevator (Constructor) - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.38

Elevator (Constructor) - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$32.36

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.34

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: \$30.82

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Benefit Per Hour: \$31.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.26

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.23

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$25.38
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$31.72
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$34.89
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$38.06
Supplemental Benefit Rate per Hour: \$25.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour 40% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyperson's Rate

Supplemental Benefit Per Hour: \$21.60

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Floor Coverer (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$15.66

Glazier (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$25.76

Glazier (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$29.02

Glazier (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$35.07

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

HOUSE WRECKER

(TOTAL DEMOLITION)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$18.79

(Mason Tenders District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$41.44

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$45.17

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.27

Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.87

Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$27.47

Supplemental Benefit Rate per Hour: \$51.18

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$19.95

Mason Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$19.95

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.38
Supplemental Benefit Rate per Hour: \$14.96

Metallic Lather (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.38
Supplemental Benefit Rate per Hour: \$16.96

Metallic Lather (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$35.38
Supplemental Benefit Rate per Hour: \$18.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$37.38
Supplemental Benefit Rate per Hour: \$19.92

(Local #46)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$34.28

Millwright (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$33.48

Supplemental Benefit Rate per Hour: \$37.88

Millwright (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$42.13

Millwright (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.93

Supplemental Benefit Rate per Hour: \$48.69

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$14.46

Painter - Brush & Roller - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.25

Supplemental Benefit Rate per Hour: \$18.63

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.50

Supplemental Benefit Rate per Hour: \$21.86

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$27.88

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.36

Supplemental Benefit Rate per Hour: \$20.30

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$20.30

(Local #1010)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$13.43

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$13.91

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.88

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.96

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.13

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.21

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$22.54
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$19.95

Plasterer Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$19.95

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$16.28

Supplemental Benefit Rate per Hour: \$5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$6.43

Plumber - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.93

Supplemental Benefit Rate per Hour: \$18.10

Plumber - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$29.03

Supplemental Benefit Rate per Hour: \$18.10

Plumber - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.88

Supplemental Benefit Rate per Hour: \$18.10

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$33.28

Supplemental Benefit Rate per Hour: \$18.10

Plumber - Fifth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.35

Supplemental Benefit Rate per Hour: \$18.10

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.89

Supplemental Benefit Rate per Hour: \$13.64

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.97

Supplemental Benefit Rate per Hour: \$18.15

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.12

Supplemental Benefit Rate per Hour: \$20.90

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.33

Supplemental Benefit Rate per Hour: \$21.60

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's Rate

Supplemental Rate Per Hour: 20% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$6.45

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$18.07

Sheet Metal Worker (19-30 Months)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$24.76

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.30

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.33

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.38

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.45

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.98

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.53

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.80

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.43

Sign Erector - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.03

Sign Erector - Sixth Year

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Drywall Taper - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

Timberperson - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

Timberperson - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

Timberperson - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$33.19

(Local #1536)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8495

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi *LMancusi*

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES



Department of
Design and
Construction

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3
PROJECT ID: HWPLZ004X

RECONSTRUCTION OF
MORRISON AVENUE PLAZA

BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF THE BRONX
CITY OF NEW YORK

GLY IV Enterprises, Inc.

Contractor

Dated April 2nd, 2019

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Walter G. Vukobratovic

Acting Corporation Counsel

Dated September 27, 2018

ap
9/27/18



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www1.nyc.gov/site/ddc/index.page

VOLUME 3 OF 3

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

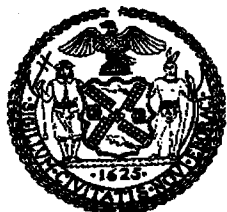
INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

Together With All Work Incidental Thereto
**BOROUGH OF THE BRONX
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
SWA/BALSLEY

June 4, 2018

NYS DOT PIN X773.30
Fed. Aid Project No.



VOLUME 3 OF 3**TABLE OF CONTENTS**

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SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

SCHEDULE A**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 10% of Bid Amount or Bond: 10% of Bid Amount</p>
<p><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p><u>The Contractor shall provide the safety personnel as indicated to the right.</u></p>	<p>■ Project Safety Representative</p> <p>■ Dedicated, full-time Project Safety Manager</p>
<p><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p><u>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</u></p>	<p>See Page SA-4</p>
<p><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p><u>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</u></p>	<p><u>\$2,000.00</u> for each consecutive calendar day over substantial completion time</p>
<p><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p><u>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</u></p>	<p>Not to exceed <u>49</u> % of the Contract price</p>

<p align="center"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p><u>0 %</u> of the value of the Work</p>
<p align="center"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-12</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>1% of Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Twenty-four (24) Months for Tree Planting</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, as shown in the column to the right.</p>	<p>Addenda, numbered:</p> <p align="center"><u>2</u></p>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was Awarded: <u>five million, nine hundred fifty-eight thousand, four hundred forty-seven and five tenths</u> Dollars</p> <p>(\$ <u>5,958,447.50</u>)</p>
<p align="center"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>A) FHWA DBE goal of 13%, see page TF-H1, herein this book Volume 3 of 3</p> <p>B) FTA DBE utilization goal of thirteen percent (13%) has been established for this Contract</p>

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.</p>	<p>\$ <u>500.00</u> for each calendar day of deficiency</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer.</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>400.00</u> for each calendar day, for each occurrence</p>

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 545 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

✓ YES NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November – December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)**PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS**

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation. 4. New York State, including its officials and employees, 5. Federal Transit Administration (FTA), including its officials and employees. 6. Federal Highway Administration (FHWA), its officials and employees.

<div> <div> <div>■ Workers' Compensation</div> <div>Art. 22.1.2</div> </div> <div> <div>■ Disability Benefits Insurance</div> <div>Art. 22.1.2</div> </div> <div> <div>■ Employers' Liability</div> <div>Art. 22.1.2</div> </div> <div> <div><input type="checkbox"/> Jones Act</div> <div>Art. 22.1.3</div> </div> <div> <div><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act</div> <div>Art. 22.1.3</div> </div> </div>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p>■ Additional Requirements:</p> <p>(1) <u>NYCTA "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</u></p> <p>(2) <u>Two (2) certificates of such Insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.</u></p>
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<input type="checkbox"/> Builders' Risk	<p>Art. 22.1.4</p> <p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<input checked="" type="checkbox"/> Commercial Auto Liability	<p>Art. 22.1.5</p> <p><u>\$ 2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>(1) City of New York, including its officials and employees, and</p> <p>(2) New York State, including its officials and employees, and,</p> <p>(3) Federal Transit Administration (FTA), including its officials and employees.</p> <p>(4) Federal Highway Administration (FHWA), its officials and employees.</p> <p>(5) The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</p>

<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	<p>\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

[OTHER]

Art. 22.1.8

■ Railroad Protection Liability Policy

(ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist.
- Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit.
- Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

\$ 2,000,000 per occurrence

\$ 6,000,000 annual aggregate

Named Insureds:

1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

[OTHER]

Art. 22.1.8

■ Professional Liability

- A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.
- B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

[OTHER]	Art. 22.1.8	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u>
<input checked="" type="checkbox"/> Engineer's Field Office Section 6.40, Standard Highway Specifications		
[OTHER]	Art. 22.1.8	<input type="checkbox"/> The Following Additional Insurance Must Be Provided: Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

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REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 - RODENT AND WATERBUG PEST CONTROL
- SB 18-002 - COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page> or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

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I - PAGES

NEW SECTIONS

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS SHALL BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

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PK-124	CAP WATER LINE	I - 103
PK-162 C	DOUBLE CHECK VALVE ASSEMBLY & WATER METER WITH REMOTE READER & ENCLOSURE - 1" DIAMETER	I - 104
PK-420	STONE SCREENINGS FOOTPATH	I - 112
PK-422	ROOT PINNING	I - 115

SECTION 4.18 RDM
Rodent Deterrent Mesh

4.18RDM.1. DESCRIPTION. Under this section, the Contractor shall furnish and install rodent deterrent mesh in the manner shown on the Contract Drawings. The purpose of the rodent deterrent mesh is to provide a permeable layer which allows water and soil particles to pass through, and that inhibits passage of rodents.

4.18RDM.2. MATERIALS. The rodent deterrent mesh shall be composed of a course stainless steel fiber bound to a porous geotextile with a weight of 1,800 grams per square meter. The fibers shall be a non-corroding stainless steel. Installation accessories, including, but not limited to, pins, tree collars and plastic edging required for installation as shown on the Contract Drawings shall be as required by manufacturer. Mesh shall be double-sided and provided in standard 6' width x 100' long rolls. Mesh shall be Xcluder Geo as manufactured by Global Material Technologies, 750 W Lake Cook Road Suite 480, Buffalo Grove, IL 60089 – (847)495-4700.

4.18RDM.3. SUBMITTALS. Follow the procedures in the General Conditions of **Section 1.06.31** of the NYCDOT Standard Highway Specifications. Provide product data for both rodent deterrent mesh and anchoring hardware, and minimum 4" x 4" sample of rodent deterrent mesh material, for approval by the Engineer.

4.18RDM.4. METHODS. Rodent deterrent mesh shall be placed as shown on the Contract Drawings and in accordance with the manufacturer's directions. Except where otherwise specified, the mesh shall be placed under the seating at a depth of approximately four (4) inches below finish grade. Fabric splices shall overlap a minimum of twelve inches (12"), and shall be joined with the provided seam kits and metal pins, spaced a maximum of 24" apart. Mesh shall be installed as shown on Contract Drawings at vertical rise along edges and continuously secured at edges with plastic edging per manufacturer with pins every 4".

Acceptable Distributors:

Target Specialty Products, formerly Residex
123 D Frost Street
Westbury, NY 11590
Phone: (800) 339 – 8772

Wildlife Control Supplies
P.O. Box 538
East Ganby, CT 06026
Phone: (877) 684-7262
Email: admin@wildlifecontrolsupplies.com

Essco Distributors
1555 5th Industrial Court
Bay Shore, NY 11706
Phone: (800) 842-1104
Email: esscodistributors@gmail.com

Contractor shall retain manufacturer's certified installer for the installation of the rodent deterrent mesh system. To obtain list of latest certified installers in the area, go to <http://www.getxcluder.com/xcluder-geo-certified-installers.php> . Contractor shall submit name of the installer, list of completed projects and current letter of certification to the Engineer for approval.

Install rodent deterrent mesh before installation of seating platform. Remove existing soil as required to place rodent deterrent mesh on subgrade at concrete edge and over existing roots as defined in the Contract Drawings. Mesh shall be secured using seam kits, pins, and edging per manufacturer's requirements sufficiently to allow placement of surface course of soil. Replace surface soil without distortion of the rodent deterrent mesh. All mesh shall be covered with soil.

4.18RDM.5. MEASUREMENT. The quantity of rodent deterrent mesh to be measured for payment shall be the number of square yards actually installed in place, computed between the limits shown on the Contract Drawings or within the limits established in writing by the Engineer prior to performing the work.

No quantity will be included for material used for repair of tears or for material used at the overlaps.

4.18RDM.6. PRICE TO COVER. The unit price bid per square yard for this item shall cover the cost of all labor, material, plant, equipment, inspection, insurance, and necessary incidentals required to complete the work including, but not limited to, the cost of preparing the surface upon which the rodent deterrent mesh is placed; 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
4.18 RDM	RODENT DETERRENT MESH	S.Y.

SECTION 6.02 PAA

PNEUMATIC AERATION AROUND TREES

6.02 PAA.1. INTENT This section describes Air Spading to relieve soil compaction around existing trees.

6.02 PAA.2. DESCRIPTION

(A) Under this item, the Contractor's/Subcontractor's arborist shall decompact soil areas in accordance with the plans, specifications and as directed by the Engineer and New York City Department of Parks and Recreation (NYCDPR) Director of Arboriculture and Horticulture or their designated representative.

(B) NOTIFICATION: Before any de-compaction work can begin under this item, the Contractor shall notify the NYCDPR Director of Arboriculture and Horticulture Unit by email at Capital.Arb-Hort@parks.nyc.gov a minimum of 48 hours in advance of any work on, or impacting existing trees.

(C) QUALIFICATIONS REQUIRED: All work shall be performed under the supervision of a qualified arborist. Certification by the International Society of Arboriculture (I.S.A.), Champaign, IL as well as three (3) years of full time experience in arboriculture shall be considered proof of the requisite experience and educational requirements.

For additional information regarding procedures, contact the NYCDPR Director of Arboriculture and Horticulture Unit at (718) 760-6736.

6.02 PAA.3. MATERIALS

(A) PERSONAL PROTECTION EQUIPMENT

In addition to having the required experience, pneumatic aeration equipment operators must be equipped with appropriate, task specific personal protective clothing and equipment in accordance with the manufacturer's written recommendations.

(B) PNEUMATIC AERATION EQUIPMENT

De-compaction shall be performed through the use of pneumatic aeration equipment with the following requirements:

1. The high air velocity equipment shall be specifically designed to fracture, pulverize, and displace porous and semi-porous soils without harming or causing damage to tree roots, existing subsurface utilities or other non-porous objects.
2. The Contractor shall submit catalog cuts from the manufacturer verifying that the air spading equipment is capable of operating within the following ranges:
 - a) Rated Operating Pressure: 90 – 101.5 psi

- b) Soil Excavation Rate: 0.4 – 1.8 cfm
- c) Air Displacement: 25cfm – 160cfm
- d) Different (multiple) nozzles, distinguished by varying air displacement volume(s) may be used for any one excavation. Nozzles selected shall be that are best suited for the intended use, to expedite the work and to minimize the amount of airborne material. Nozzles that operate outside the ranges described above may be proposed for use by the Contractor with adequate justification.

(C) AIR COMPRESSOR

The air compressor may be either a portable or truck mounted unit and shall be sized, as required, to adequately power the pneumatic aeration equipment according to the manufacturer's recommendation.

(D) CONTAINMENT STRUCTURE

The Contractor shall supply a mobile structure(s) or barrier(s) to contain flying debris dislodged by the pneumatic aeration equipment. The barrier shall be sufficient to prevent the movement of airborne soil or other projectiles onto adjacent roadways or areas beyond the designated work zone limits and to protect pedestrians and property. Timber or corrugated metal shields, tents supported on tubular frames or other structures may be used.

(E) COMPOST

Compost: shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than three eighths inches (3/8") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, and sewage sludge that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Organic biosolids are not acceptable.

Compost as delivered shall comply with:

1. pH: between 5.5 to 8.0.
2. Salinity: Electrical conductivity of a one to five soil to water ratio extract shall not exceed 2.0 mmhos/cm (dS/m).
3. C:N Ratio (The ratio of carbon to nitrogen): 12:1 to 25:1.
4. Stability: Stability shall be assessed by the Solvita. Protocols are specified by the Solvita manual (version 4.0). The compost must achieve a maturity index of 6.0 or more as measured by the Solvita scale. Stability tests shall be conducted by

Woods End Research Laboratory, Mt. Vernon, Maine, Soil Control laboratory of California, or approved equal.

5. Pathogens/Metals/Vector Attraction reduction shall meet 40 CFR Part 503 rule, Table 3, page 9392, Vol. 58 No. 32
6. Organic Content: minimum of twenty five (25%) to a maximum of fifty percent (50%) organic material.
7. One hundred percent of the material shall pass a 3/8-inch or smaller) screen. Debris such as metal, glass, plastic, wood (other than residual chips), asphalt or masonry shall not be visible and shall not exceed one percent of dry weight.
8. Compost Source: Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or Agresoil compost by Agresource, Inc. Amesbury, MA or approved equal.

(F) MULCH

A natural forest product composed of shredded bark or wood not exceeding three inches (3") in length and one inch (1") in width. Mulch shall be derived from tree material, not from wood waste or by-products like sawdust, shredded palettes, or other debris. Mulch shall be aged for a minimum of one year and shall be naturally occurring ark brown to black color. Dyed mulch shall not be acceptable. Freshly shredded wood shall not be acceptable. Mulch shall be of a uniform grade with no additives or any other treatment. Mulch with leaves, twigs, and/or debris shall not be acceptable. The pH of mulch should range from 5.8 to 6.2.

6.02 PAA.4. METHODS

(A) GENERAL

Pneumatic aeration shall be performed in compliance with all applicable OSHA regulations and the manufacturer's operating instructions. Adequate eye and ear protective equipment shall be worn by all crew members present at work site.

(B) PRECLUDE MOVEMENT OF AIR BORNE SOILS

The Contractor shall be responsible to provide adequate equipment and perform Air Spading techniques properly to preclude movement of any air-borne soils onto adjacent roadways or other areas beyond the designated work zone limits. Failure to contain and/or collect the excavated soils will result in the immediate termination of pneumatic excavation until soil containment and/or collection procedures are determined by the Engineer.

(C) PUBLIC SAFETY

The Contractor shall keep the public at a safe distance from the work zone at all times by means approved by the Engineer.

(D) PRE-CONSTRUCTION MEETING

Prior to the start of pneumatic aeration, the Contractor and its approved Operator for pneumatic excavation and the contractor's Certified Arborist shall attend a meeting arranged by the Engineer and other parties as appropriate to review the requirements of this item including the schedule of operations, the mandatory presence of the Arborist, safety measures and reporting.

(E) PNEUMATIC AERATION

Using a pneumatic device, de-compact the area indicated on the plans and as indicated by the Engineer or as determined by the project certified arborist and specified on the Tree Protection Plan, to be tilled to a depth of 6 to 8-inches using a compressed air gun.

Compost backfill shall be applied to the area at a depth of 1-inch and tilled into the soil using a compressed air gun. The area shall be top dressed with four-inches (4") of shredded bark mulch and thoroughly watered.

Tree roots exposed by the pneumatic aeration process must be kept constantly moist with burlap, covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon for a maximum of forty-eight (48) hours, until backfill is complete as directed by the NYCDPR Director of Arboriculture and Horticulture Unit or his designated representative.

(F) WATERING

Watering shall take place at one-week intervals for a period of three weeks following de-compaction at a rate of 750 gallons of water per 1000 square feet of de-compacted area. The Engineer may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Project Engineer may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the Engineer each week.

Watering for trees shall be conducted by dispersing water to plants individually. Water shall be delivered to each plant under low pressure through the end of an appropriate sized hose or watering wand, or soaker hose anchored by pins where appropriate. The rate of watering should allow maximum penetration of water into the soil and at a rate that does not displace mulch or soil, cause uprooting or exposure of plant root to the air or break saucers around plants that were created to hold water.

Water shall not be applied in a manner which damages plants, stakes or adjacent areas. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

6.02 PAA.5. SUBMITTALS

(A) ARBORIST QUALIFICATIONS

The Contractor shall submit for approval, the name and qualifications of the proposed tree care sub/Contractor. The Contractor shall submit the following:

1. I.S.A. certification or Documentation of eight (8) hours of required education as well as documentation of three (3) years of full time experience in arboriculture.
2. Name, address, and phone numbers for three (3) professional references associated with similar work performed within the past three (3) years.

(B) PNEUMATIC AERATION EQUIPMENT DATA

Provide product data for the proposed pneumatic aeration equipment demonstrating compliance with requirements, including manufacturer's written operating instructions.

(C) PNEUMATIC AERATION PLAN

The Contractor shall submit, prior to any pneumatic aeration, a plan for the work performed under this pay item. As noted above, the submittal requirements listed under NYSDOT Construction Inspection Manual Section 203-3.01 B. Scheduling of Work to Minimize Soil Erosion and Water Pollution shall apply, along with the following information:

The locations of the areas,

The extent of the pneumatic aeration, the method(s) proposed,

Dust control measures,

A flying debris containment plan. The containment plan shall detail all measures that will be used to protect workers, the public (including pedestrians), and property from damage by air-borne soil, soil clods, rocks or other projectiles and to facilitate the controlled collection of the debris for disposal. The containment plan shall provide the details of the containment system, which may include covers, panels, screens, tarps, shrouds, vacuum equipment and personal protection equipment, and the method for keeping roots moist, including materials that will be used.

(D) COMPOST

Submit one (1) pound sample, labeled with the compost source and a complete test report indicating compliance with the requirements. Test report shall be completed by a recognized soil/agricultural testing lab for the actual materials to be submitted and shall be dated no more than 30 days prior to the submission date. Test report shall indicate name, address, and phone number of the testing lab, including test report reference number.

(E) MULCH

Submit a one gallon sample in a zip lock bag with written statement of mulch source including name, address and phone number of supplier.

6.02 PAA.5. MEASUREMENT

The work will be measured as the number of square feet of area satisfactorily completed.

6.02 PAA.6. PRICES TO COVER

The unit price bid per square foot of pneumatic aeration shall cover the cost of all labor, material, including compost, watering, mulch, test reports, plant, equipment, inspection, insurance, and necessary incidentals required to complete the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer and the NYCDPR Director of Arboriculture and Horticulture Unit or his designated representative.

Payment with be made under:

Item No.	Description	Pay Unit
6.02 PAA	PNEUMATIC AERATION AROUND TREES	S.F.

SECTION 6.34 ACTP

TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH

6.34 ACTP.1. DESCRIPTION. Under this section, the Contractor shall furnish, erect, maintain, and remove, when directed, Temporary Chain Link Fence as shown on the Contract Drawings and directed by the Engineer.

6.34 ACTP.2. MATERIALS AND METHODS. All materials and methods shall be as specified in **Section 6.34** of the NYC Department of Transportation, Standard Highway Specifications, with the following modifications and additions:

Temporary Chain Link Fence to be furnished under Item 6.34 ACTP, shall consist of chain link fence fabric, top and bottom tension wires, gates, posts to be embedded to be attached to timber curb, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer.

The Contractor shall maintain the fence, during the life of the contract and shall repair/replace all members that are disturbed, damaged or destroyed. When directed by the Engineer, the Contractor shall remove and dispose of the temporary chain link fence to the satisfaction of the Engineer.

6.34 ACTP.3. MEASUREMENT. The quantities of Temporary Chain Link Fence to be measured for payment shall be the number of linear feet satisfactorily installed, complete, measured in place, from center to center of end posts.

Payment will be made for the Temporary Chain Link Fence only for the initial installation at any location. Whenever temporary chain link fence is moved to a new location, as required by the Plans or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement or rearrangement of the temporary chain link fence with gates within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

However, no payment will be made: for movements of the temporary chain link fence made for the Contractor's convenience; for movement of temporary chain link fence 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 temporary chain link fence 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 temporary chain link fence between initial installations.

6.34 ACTP.4. PRICE TO COVER. The price bid for the Temporary Chain Link Fence shall be a unit price per linear foot and shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary chain link fence; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Temporary chain link fence shall also include, but not limited to, any gates as may be required.

Payment will be made under:

Item No.	Description	Pay Unit
6.34 ACTP	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH	L.F.

SECTION 6.52 FED

UNIFORMED FLAGPERSON

6.52FED.1. INTENT. This section describes the employment of uniformed flagpersons to direct and detour traffic.

6.52FED.2. DESCRIPTION. The Contractor shall furnish an adequate number of flagpersons to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

6.52FED.3. METHODS. All flagpersons shall be proficient in speaking, writing and reading English, and adequately trained in flagging operations by a recognized training program such as that provided by the American Traffic Safety Services Association, the National Safety Council, unions or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program.

All flagpersons, their apparel, hand-signaling devices, active two-way radios, and procedures to be used by them shall be in compliance with the requirements of Chapter 6E. FLAGGER CONTROL, in the Federal "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 Edition, or later edition.

Prior to the start of flagging operations, the Contractor shall provide to the Engineer a list of certified flagpersons to be used in the contract, identifying the source of flagger training for each individual. When requested by the Engineer, flagpersons shall demonstrate their competency in flagging procedures. Flagpersons not competent in flagging procedures to the satisfaction of the Engineer shall be retrained or replaced at once.

Flagpersons are to be paid not less than the most recent prevailing wages rates established for Laborers as set by the NYC Comptroller or the US Department of Labor, whichever is higher at the time the work is being performed.

The Contractor will be given a minimum of 12 hours advanced notice by the Engineer as to when to furnish a flagperson.

6.52FED.4. METHOD OF MEASUREMENT. The fixed price lump sum shown in the bid proposal for this item shall be considered the price bid, although actual payment will be based on the authorized work performed by the Uniformed Flagpersons. The fixed sum is not to be altered in any manner by the bidder.

It is agreed that the quantity to be measured for payment shall be the number of person-hours of Uniformed Flagperson service actually performed, as authorized by the Engineer.

Laborers who are not Uniformed Flagperson will not be measured for payment as flagperson under this item.

6.52FED.5. BASIS OF PAYMENT. The Contract price for this item shall be a lump sum price for the work performed under this item and shall be equal to the total sum of the amount of wages

paid for all authorized Uniformed Flagpersons performing vehicular and pedestrian traffic management, with a twelve (12%) percent markup 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; plus ten (10%) 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; as described in Article 26 of the Standard Construction Contract.

Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, and all material costs for their apparel, hand-signaling devices, active two-way radios, and any other equipment required, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance.

The hourly rate per person-hour shall be the prevailing wage rate for Laborers in effect at the time of the work to control and detour traffic, as shown on the Contract Drawings or as directed by the Engineer.

The Contractor shall be required to submit to the Engineer satisfactory evidence of payment on a New York State certified payroll report forms. No retainage will be withheld by the Department on such payments made under this section.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule. No guarantee is given that the actual total cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the total bid solely to insure that sufficient monies will be available to pay the Contractor for these services.

The "fixed sum" is for bidding purposes only and shall not be varied in the bid. The Contractor will be paid for the actual amount regardless of the fixed sum, which may be more or less than the fixed sum amount.

The Contractor shall maintain separate books of accounts and shall not charge any portion of the cost of wages for Uniformed Flagpersons to another part of the work. Payment and partial payments under this item shall be treated separately from the rest of the contract items.

The New York State certified payroll report forms shall be submitted to the Engineer on a monthly basis and shall include the signed copies of the daily report.

Payment will be made under:

Item No.	Description	Pay Unit
6.52 FED	UNIFORMED FLAGPERSON	FIXED SUM

SECTION 6.59 PF

TEMPORARY CONCRETE BARRIER WITH FENCE

6.59PF.1. INTENT.

This section describes the work to be done in connection with temporary concrete barriers with chain link fence.

6.59PF.2. DESCRIPTION.

The Contractor must furnish, install, move maintain and remove temporary concrete barriers with chain link fence in accordance with the plans, the specifications and the directions of the Engineer.

6.59PF.3. MATERIALS.

The temporary concrete barrier must 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 must 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 Engineer. The Engineer will inspect all chain link fence material for conformance with specifications.

The Contractor is 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 must be embedded in the concrete barrier and the chain link fence must extend from the barrier to a height of at least six feet above grade.

Maximum spacing of fence posts must be eight feet from center to center. Minimum embedment of fence posts into the barrier must be 4 inches deep.

Fence fabrication must be continuous for the length of the concrete barrier; however, at joints between concrete barriers, the gap between fence sections must not be more than four inches.

The barrier sections must be precast portable concrete units. The Manufacturer must certify that the temporary concrete barrier units conform to the details shown on the aforementioned N.Y.S.-DOT'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 must form a smooth and continuous barrier when joined together. Any sections damaged or misaligned while in service must be corrected or replaced to the satisfaction of the Engineer.

Striped reflectorization of the barriers is required. Striping pattern is to be alternating twelve inch wide stripes of white and orange sloped downwards in the direction of traffic at 45 degrees.

Reflective sheeting material must be used and it must 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.4. METHODS.

The Contractor must furnish, erect, move, and remove temporary concrete barriers with chain link fence where and as indicated on the plans or as directed by the Engineer.

Where indicated on the plans or in the proposal, temporary concrete barriers must be supplemented by approved steady burning lights.

Each run, or bay, of temporary concrete barrier unit with chain link fence must be fastened together to form a continuous chain. After placement, each successive unit must be moved longitudinally to remove the slack in the joint between units. The units at each end of a run or bay must be anchored as shown on the Standard Sheet. Where shown on the plans or directed by the Engineer, the ends of the barrier run must be fitted with a tapered end section, flared back.

6.59PF.5. MEASUREMENT.

The quantity to be measured for payment must 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.6. PRICE TO COVER.

The contract price bid per linear foot for temporary concrete barrier with chain link fence must cover the cost of all labor, materials, equipment, and insurance necessary to erect, maintain, and remove the required temporary concrete barrier with chain link fence including, but not limited to, any required connection devices, orange and white reflective stripes on the faces of the barriers; all in accordance with the plans, 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 6.77 PSR

PUBLIC SPACE RECEPTACLE BINS

6.77PSR.1. DESCRIPTION. This section describes public space receptacle bins which shall be furnished and installed, all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

6.77PSR.2. MATERIALS. Public Space Receptacle Bins shall be of similar design and construction to the following manufacturers:

MANUFACTURER:

1- FOR CITY FUNDED PROJECTS

A- Landscape Forms, Inc., #SF 1288 series model receptacles

431 Lawndale Avenue,
Kalamazoo, Michigan 49048.
Phone: (800) 430-6206 ext 1331
Email: Denises@landscapeforms.com

Suppliers:

- a. Landscape Forms, Inc
431 Lawndale Avenue,
Kalamazoo, Michigan 49048.
Phone: (800) 521-2546
Attn: Denise Smith
- b. Arenson,
1115 Broadway, New York, NY 10010.
Phone: (212) 633-2400
Attn: Sales
- c. AFD Contract Furniture, Inc.
810 7th Avenue #2,
New York, NY 10019
Phone: (212) 721-7100
Attn: Sales
- d. Empire Office
105 Madison Avenue, New York, NY 10016
Phone: (212) 607-5500
Attn: Sales

B- Maglin, #MLWR600-32 series model receptacles

Maglin Site Furniture
6-27 Bysham Park Drive
Woodstock, ON.

Phone: 800-716-5506
Fax: 877-260-9393
Email: corporate@maglin.com

C- JGW Machine Limited

259 Third Concession Rd
Princeton, Ont. N0J 1V0
Phone: 519-458-4882
Fax: 519-458-8087
Email: sales@jgwmachine.com

D- Approved Equivalent

2- FOR FEDERALLY FUNDED PROJECTS (BUY AMERICAN)

A- Landscape Forms, Inc., #SF 1288 series model receptacles

431 Lawndale Avenue,
Kalamazoo, Michigan 49048.
Phone: (800) 430-6206 ext 1331
Email: Denises@landscapeforms.com

Suppliers:

- a. Landscape Forms, Inc
431 Lawndale Avenue,
Kalamazoo, Michigan 49048.
Phone: (800) 521-2546
Attn: Denise Smith
- b. Arenson,
1115 Broadway, New York, NY 10010.
Phone: (212) 633-2400.
Attn: Sales
- c. AFD Contract Furniture, Inc.
810 7th Avenue #2,
New York, NY 10019
Phone: (212) 721-7100.
Attn: Sales
- d. Empire Office
105 Madison Avenue, New York, NY 10016
Phone: (212) 607-5500.
Attn: Sales

(A) CLASSIFICATION:

Receptacles shall conform to the style, size and type as specified in this contract and installation shall be ADA compliant.

(B) SALIENT CHARACTERISTICS:

The Contractor shall furnish public space receptacles for Recycling Bottles & Cans, for Mixed Paper, and for Litter.

(C) EXTERIOR MATERIAL:

The exterior frame shall be manufactured utilizing 333 or 319 cast aluminum, tubular steel, 11 GA Hot rolled carbon steel, galvanized steel, or a combination of comparable materials. The receptacles shall incorporate a decorative configuration or perforated pattern designed and marked with the manufactured date, warranted to withstand outdoor use for a minimum of five (5) years. All exterior and interior frame components shall be (electro coated) rustproofed and/or powder coated as directed. The exterior receptacle color shall be RAL 9023.

(D) FLOOR:

The floor of the outside receptacle is to be solid A36 Hot Rolled Steel, Ductile Cast-iron or comparable material capable of supporting the weight of the inner receptacle. The floor shall have 3/8" weep holes, as well as a triangulated pattern of holes that support leveling provisions.

(E) FRAME/SWING DOOR/LID:

The frame shall be designed to accommodate the insertion of either a plastic liner basket with a minimum capacity of either 32 gallons for a smaller receptacle option or 44 gallons for the larger receptacle option.

The 44 gallon receptacle must have a swing door and the 32 gallon receptacle must have a removable lid that allow for easy access and removal of inner liner can.

The swing door on the 44 gallon receptacle shall be of a simple latch mechanism to secure the door and prevent scavenging. A door stop provision is required to regulate the full open position and to allow full access to the inner liner while preventing the receptacle from tipping over. Hinges and latch must be fully welded while leaving provisions to replace the door if damaged. The swing door should also have an installed locking mechanism to prevent scavenging. The locking mechanism shall be both simple and easy for anyone authorized to service the container to use, but at the same time prohibits access to anyone not authorized (to prevent poaching of the receptacle's contents). All such mechanisms shall be keyed alike.

The 32 gallon receptacle shall be serviced through the lid without a swing door. The lid shall be manufactured from 16 gauge hot rolled steel, or spun aluminum, or comparable strength. The lid shall be attached to the receptacle using a vinyl coated steel chain in order to ensure the lid remains attached and to prevent the steel chain from damaging the rest of the receptacle. The steel chain must attach from the interior of the receptacle to the underside of the lid. The lid shall also have an installed locking mechanism. One that is both simple and easy for anyone authorized to service the container to use, but at the same time prohibits access to anyone not authorized (to prevent poaching of the receptacle's contents).

All such mechanisms shall be keyed alike.

All fasteners, screws, rivets used in construction of the receptacles shall be non-corrosive stainless steel. All Metal materials held by rivets or hex bolts must be fully secured to prevent

dislodging and separation.

(F) EDGES & SEAMS:

The receptacle shall have no sharp edges or seams which a user or someone authorized to service the receptacle could come into contact with.

(G) WEIGHT:

The weight of outer receptacle shall be substantial to prevent it from easily being blown away or moved (32 gallons 115 to 150 pounds; 44 gallons 115 to 175 pounds).

The outer receptacle shall not move or tip when the side door is opened to remove or replace the inner receptacle.

Top lid must have an opening aligned precisely in the center of the slightly domed top. The shape of the lid must be slightly convex to act as a watershed so that litter cannot accumulate on it.

(H) TOP LID PAPER RECYCLING RECEPTACLES:

Top lid must have a 3.5 x 12 inch slot in the exact center of the domed top and must be part of the outer receptacle - not removable if it has the swing door or removable if there is no swing door. The shape must be convex to act as a watershed so that precipitation and litter cannot accumulate on it.

The color of the lid shall be RAL 6018 Green for the Paper Receptacle.

(I) TOP LID METAL/GLASS/PLASTICS RECEPTACLES:

The top lid must have a 5-inch diameter round opening in the exact center of the domed top and must be part of the outer receptacle - not removable if it has the swing door or removable if there is no swing door.

Color shall be RAL 5015 Blue for "Metal/Glass/Plastic" receptacle.

(J) TOP LID LITTER RECEPTACLES:

The top lid must have a minimum of a 9-inch diameter round opening in the exact center of the domed top and must be part of the outer receptacle - not removable if it has the swing door or removable if there is no swing door.

Color shall be RAL 9011 Black for "Litter" receptacle.

(K) DECALS:

Lid labels shall have a clear background. The material icons and text shall be white, except for multi-color graphics. Decal designs are shown at the end of this Section and will be provided by the Department of Design and Construction (DDC) to the manufacturer in an Adobe *.pdf file. The file is not to be altered for composition, type font or image from the version provided by DDC. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing.

For the 44 gallon receptacles to be directly serviced by DSNY: A label shall be placed on the outer bin between the lid top and the beginning of the perforated area, with a decal that is approximately 12" high. The length of this label shall be exactly 1/2 the circumference of the receptacle at the point of placement such that two decals can be placed around the receptacle and just meet each other. The decals shall have a clear background and the colored lettering as indicated.

For the 32 gallon receptacles to be serviced initially by partner or sponsoring group: Four decals shall be placed on the outer bin between the lid top and the beginning of the perforated area, with

a decal that is approximately 12" high. Two decals, approximately 12"x12" are to be placed on opposite sides of the receptacle, and are for sponsoring groups. The other two decals shall be 12" high and the length determined in order to fill the space between the two sponsor decals. All four of the decals shall have a clear background and the colored lettering as indicated. If a sponsorship decal is needed, it will be indicated at the time of ordering.

Decals for the top of the lid of the receptacles shall be circular and have the same diameter as the lid. There shall be an appropriate cutout for the decal, accommodating the hole for placing items into the receptacle. All of the decals shall have a clear background and the colored lettering as indicated.

Decals for the side edge of the lid of the receptacles shall be a rectangular repeated graphic and lettering around the circumference of the lid. All of the decals shall have a clear background and the colored lettering as indicated.

All decals are to be coated with "Tedlar" or other compound of equal composition and are to have a sticky back (Adhesive glue) which is weatherproof in order to withstand the impact of precipitation, heat, cold, and wind without dislodging. All lettering is also to be weatherproof, i.e. is not to degrade due to precipitation, heat, cold, or the effects of the sun's UV rays.

(L) INTERIOR RECEPTACLE:

The receptacle must not weigh more than 30 pounds.

The receptacle must fit into the outer shell.

The receptacle shall be constructed of durable plastic material, formed polyethylene with 30 - 100% post-consumer content and be UV resistant.

The receptacle must have 3/8" weep/drain holes in bottom and the outer rim of the bottom to allow for rainwater and liquids to drain.

The receptacle shall have a minimum capacity of either 32 or 44 gallons.

The receptacle shall be easily removed or replaced into the outer shell.

The receptacle shall have hand grips or openings on two sides.

As a guide, please note, that the Rubbermaid 44 Gallon "Brute" model or equivalent is acceptable for the 44 gallon receptacle.

(M) RECYCLED CONTENT:

A recycled content certification from the manufacturer shall be provided upon the request of the City of New York.

6.77PSR3. METHODS. The Contractor shall furnish and install receptacles of the types specified at locations shown on the contract drawings or as directed by the Engineer. Attachment of each receptacle to the sidewalk pavement shall be done using three (3) 3/8" x 4" minimum length, noncorrosive, concrete expansion anchors.

Immediately prior to installation of each receptacle the Contractor shall be required to sweep clean the area of sidewalk and remove all debris to the satisfaction of the Engineer.

6.77PSR4. SUBMITTALS. The Contractor shall submit the following to the Engineer, for his approval, in advance of ordering receptacle:

- Manufacturer's shop drawings.
- Catalog cut of receptacle(s) with manufacturer name and features included.
- Submit color samples upon request.

6.77PSR5. MEASUREMENT. The quantities of **PUBLIC SPACE RECEPTACLE BINS** to be measured for payment shall be the number of receptacle of each type actually installed at the site as specified, to the satisfaction of the Engineer.

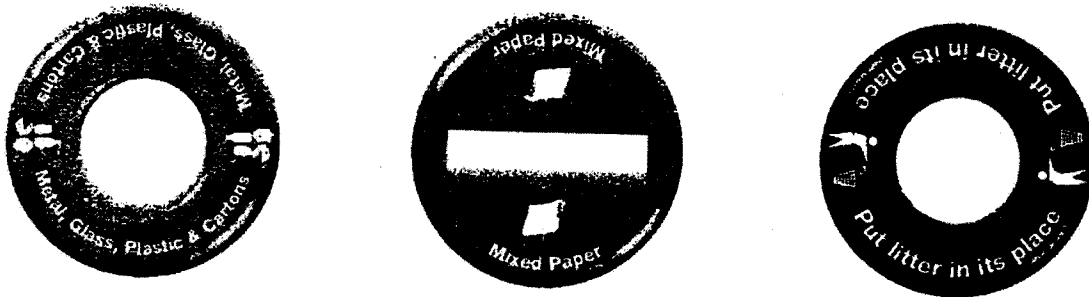
6.77PSR6. PRICES TO COVER. The contract prices bid shall be a Unit Price per **EACH** type of Public Space Receptacle Bin installed complete, and shall cover the cost of furnishing all labor, material, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, anchoring receptacle to the pavement and providing one plastic liner, all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.77 PSR-L32G	PUBLIC SPACE RECEPTACLE BIN FOR LITTER, 32 GALLON	EACH
6.77 PSR-L44G	PUBLIC SPACE RECEPTACLE BIN FOR LITTER, 44 GALLON	EACH
6.77 PSR-MGPC32G	PUBLIC SPACE RECEPTACLE BIN FOR METAL, GLASS, PLASTIC & CARTONS, 32 GALLONS	EACH
6.77 PSR-MGPC44G	PUBLIC SPACE RECEPTACLE BIN FOR METAL, GLASS, PLASTIC & CARTONS, 44 GALLONS	EACH
6.77 PSR-MP32G	PUBLIC SPACE RECEPTACLE BIN FOR MIXED PAPER, 32 GALLON	EACH
6.77 PSR-MP44G	PUBLIC SPACE RECEPTACLE BIN FOR MIXED PAPER, 44 GALLON	EACH



Top View



Front View



SECTION 6.79 B

Ductile Iron Pipe Connection Drain

6.79B.1. INTENT. This section describes the construction of ductile iron pipe connection drain between basins, inlets, manholes, cleanouts, etc.

6.79B.2. DESCRIPTION.

(A) Ductile iron pipe connection drain shall be constructed with internally locked "Push-On" joints not requiring thrust blocks or tie rods, and laid on a compacted layer of Broken Stone, or encased in concrete where specified.

(B) Pipes shall be of the nominal inside diameter shown or specified.

(C) Dimensions of concrete encasement shall be as shown on the plans.

6.79B.3. MATERIALS.

(A) Ductile Iron Pipe shall be of the various sizes specified, shall be epoxy lined and in compliance with the requirements of the New York City Department of Environmental Protection, Standard Sewer Specifications, dated August 1, 2009, Section 2.06.

(B) Broken Stone shall be hard, roughly cubical in shape, unweathered stone uniformly graded from 1/4" to 3/4" in diameter, and shall conform to commercial 1/4" to 3/4" stone.

(C) All joints for Ductile Iron Pipe shall be "Push-On" joint types, meeting the requirements of ANSI Specification A21.11.

The joints shall be internally locked, not requiring thrust blocks or tie rods, and shall be made in accordance with manufacturer's instructions for assembling the type of joint furnished.

Push-on joints shall be the Super Bell-Tite Joint of Amstead Industries, the Tyton Joint of U.S. Pipe and Foundry Company, the Fastite Joint of the American Cast Iron Company or such other joint as may be approved as equal by the City. For each bell, there shall be furnished a rubber gasket.

(D) Concrete shall comply with the requirements of **Section 3.05** of the Standard Highway Specifications; Class B-32; Type IIA Portland cement; Type 1A sand, and Type 1, Grade B, or Type 2, Size No. 57 coarse aggregate.

(E) Mortar for joints shall comply with the requirements of **Section 3.07** of the Standard Highway Specifications, Type 1, Mortar, except that the proportions shall be one (1) part of cement to one and one-half (1-1/2) parts of sand and that the ingredients may be mixed by hand.

6.79B.4. METHODS.

(A) Excavation

Excavation for construction of pipe connections, on a minimum of six (6) inch thick broken stone base, or encased in concrete where specified, shall be made to the widths and depths required in accordance with the Standard Sewers Specifications of the NYC Department of Environmental Protection or as shown on the contract drawings. No pipe, or the broken stone therefore, or concrete for pipe encasement, shall be laid or placed until the subgrade of the trench shall have been tested and found correct.

(B) Bedding

Unless otherwise directed, the Ductile Iron Pipe Connection Drain shall be laid on a minimum of six (6) inch thick compacted layer of Broken Stone. The layer of Broken Stone shall be placed on the subgrade of the trench for its full width. The subgrade must be prepared to the proper grade so that the ductile iron pipe may be placed on the broken stone base accurately to line and grade in agreement with the plans, specifications and as directed by the Engineer. Broken Stone shall also be placed around the pipe to a depth of one-half (1/2) the outer diameter of the pipe and for the full width of the trench. The rest of the trench shall be backfilled and compacted as specified and directed by the Engineer.

(C) Laying

The pipe shall be laid with male ends toward the outlet. All pipes shall be laid true to line and grade, tightly fitted together and matched so that when laid in the work they will form a drain with a smooth and uniform invert. Unless a shorter length of pipe is required or otherwise permitted, not less than fifty (50) feet of piping shall be laid in one operation and the trench for each basin connection shall be fully excavated for its entire length before any pipes are laid therein. The Contractor shall provide ductile iron pipe fittings (Wyes, Tees, etc.) as required by the contract drawings, field conditions and as directed by the Engineer.

During the progress of the work the interior of the connections shall be cleared of all foreign matter and the exposed ends of pipe shall be provided with approved temporary covers fitted to the pipe so as to exclude such materials. Dead ends of pipe shall be closed with bulkheads of brick masonry eight (8) inches in thickness.

(D) Joints

All joints for Ductile Iron Pipe shall be "Push-On" joints.

(E) Structures shall be installed as shown on the plans and in accordance with manufacturer's instructions.

Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plug in ends of uncompleted pipe at end of each day or when work stops.

(F) Fitting Into Reinforced Concrete Structures

Pipe connections shall not enter reinforced concrete structures less than twelve (12) inches from the top or bottom of the structure. The ends of pipes which enter the reinforced concrete structure shall be neatly cut to fit the inner face of the structure. When directed, such cutting shall be done before the pipes are built in.

Wherever the proposed connection is to connect with an existing structure in which there is a branch pipe which is damaged or of unsuitable size or in improper position, such pipe shall be removed and be replaced with a pipe of suitable size or be reset in the proper position.

(G) Backfilling

Immediately after the Engineer has inspected and approved the pipe laid, the trench shall be backfilled.

6.79B.5. MEASUREMENT. The quantity of Ductile Iron Pipe Connection Drain to be measured for payment shall be the number of linear feet of pipe of each size, kind and class incorporated in the work, complete, as shown, specified or required, including fittings, measured along the axis of the pipe installed.

Payment will be made from inside face of structure or pipe connection to inside face of structure or pipe connection, unless otherwise shown or specified in the contract documents.

6.79B.6. PRICES TO COVER. The contract price for "DUCTILE IRON PIPE CONNECTION DRAINS" shall be the unit price bid per linear foot for each size, kind and class of drain and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals necessary to construct the ductile iron pipe connection drains of the sizes and to the lines and grades shown including, but not limited to, earth excavation of all materials of whatever nature encountered (See NYCDEP Standard Sewer Specification, Section 4.03 - Earth Excavation); all sheeting and bracing; pumping; fluming; bridging; breaking down and filling in of abandoned sewer appurtenances; connections; concrete cradles and encasements; broken stone bedding and encasements; joint materials; fittings and special pipe fittings when required (cleanouts, bulkheads, etc.); maintaining flow in drains; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the plans, specifications and standards, and as directed by the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
6.79 BA	2" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BB	3" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BC	4" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BD	6" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BE	8" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BF	10" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.
6.79 BG	12" DUCTILE IRON PIPE CLASS 56 CONNECTION DRAIN	L.F.

SECTION 7.39 MSP

MORRISON AVENUE PLAZA MULTI-LEVEL SEATING PLATFORM

7.39.MSP.1. INTENT. This section describes the furnishing and installation of the Morrison Avenue Plaza Multi-Level Seating Platform composed of separate shop-fabricated modules. These modules are made primarily of recycled plastic lumber and steel frames. Item to be manufactured in compliance with the BUY AMERICAN ACT.

7.39.MSP.2. DESCRIPTION. Under this item, the contractor shall furnish and install the Multi-Level Seating Platform type and size shown on the contract drawings, in accordance with the plans, specifications, and directions of the Engineer.

7.39.MSP.3. REFERENCES.

(A) ASTM Testing Standards:

- a. ASTM B 117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
- b. ASTM D 522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
- c. ASTM D 523 – Standard Test Method for Specular Gloss.
- d. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
- e. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
- f. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
- g. ASTM G 155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

(B) ISO Testing Standards:

- a. ISO 1520 – Paints and Varnishes – Cupping Test.
- b. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

(C) ANSI/BIFMA Testing Standards:

- a. ANSI/BIFMA X5.4-2005 – Standard Test for Lounge Seating.

7.39.MSP.4. SUBMITTALS. Submittals shall comply with requirements of **Section 1.06 General Conditions** of the NYC Department of Transportation's Standard Highway Specifications

(A) **Product Data:** Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.

(B) **Shop Drawings:** Submit manufacturer's shop drawings, including plans, sections and elevations, indicating dimensions, attachments, corner and edge conditions bearing the seal and signature of a licensed Professional Engineer currently registered in the State of New York.

(C) **Material Certificates:** Certified copies of required tests for materials supplied as specified

in this item and as required by the Engineer shall be submitted and approved prior to ordering any material. Contractor shall also submit verification that the recycled plastic lumber meets minimum composition requirements. Required test results shall be submitted if an approved equal manufacturer is proposed. Contractor shall source all recycled plastic lumber from single manufacturing lot to assure color and texture consistency.

- (D) Manufacturer to provide BIFMA analysis based on 300 LB static load in a 16" circle.
- (E) Samples: Submit manufacturer's samples of materials, finishes, and colors. The Contractor shall submit a twelve inch (12") sample of the recycled plastic lumber for surface and color approval.
- (F) Warranty: Manufacturer's standard warranty.
- (G) Quality Assurance
 - a. Manufacturer's Qualifications: Manufacturer regularly engaged in manufacture of site furnishings. Provide 5 similar reference projects with direct contact information.
 - b. Product Support: Products are supported with complete engineering drawings.
 - c. Insurance: Liability insurance coverage of two million dollars
 - d. Manufacturing Lead Time: Manufacturing lead time will be determined at time of order.
 - e. Facility Operator: Welders and machine operators are certified for all AWS & ASTM standards that apply.

7.39.MSP.5. DELIVERY, STORAGE, AND HANDLING.

- (A) Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- (B) Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- (C) Handling: Protect materials and finish during handling and installation to prevent damage.
- (D) Process Tooling Storage: Store any and all tooling, fixtures, process plans & project files for minimum 10 years after last project phase is complete.

7.39.MSP.6. WARRANTY.

(A) Warranty Information:

- a. Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
- b. The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

- c. Product, at the option of manufacturer, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized service representative.
- d. Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

7.39.MSP.7. MANUFACTURER.

(A) Morrison Avenue Plaza Multi-Level Seating Platform Custom Modules

SF2490-001 Custom Module 1
SF2490-002 Custom Module 2
SF2490-003 Custom Module 3
SF2490-004 Custom Module 4

(B) MANUFACTURER

Landscape Forms, Inc., 7800 E Michigan Ave, Kalamazoo, Michigan 49048.
Phone (800) 430-6206 ext 1331. Fax (269) 337-1381.
Website www.landscapeforms.com. E-mail Denises@landscapeforms.com.

Suppliers:

- a. Landscape Forms, Inc
431 Lawndale Avenue,
Kalamazoo, Michigan 49048.
Phone: (800) 430-6206 ext 1331
Attn: Denise Smith
- b. Arenson,
1115 Broadway, New York, NY 10010.
Phone: (212) 633-2400
Attn: Sales
- c. AFD Contract Furniture, Inc.
810 7th Avenue #2,
New York, NY 10019
Phone: (212) 721-7100.
Attn: Sales
- d. Empire Office
105 Madison Avenue, New York, NY 10016
Phone: (212) 607-5500
Attn: Sales

7.39.MSP.8. MATERIALS. All Materials shall comply with the BUY AMERICAN ACT.

(A) Morrison Avenue Plaza Multi-Level Seating Platform Custom Modules #1 - #4

- a. Support Frame: 1018 Structural members
 - i. Powder Coated Steel shall comply with or be tested in accordance with the following:
 - 1. ASTM D522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
 - 2. ASTM D 523 – Standard Test Method for Specular Gloss.
 - 3. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
 - 4. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
 - 5. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
 - 6. ASTM G 155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.
 - 7. ISO 1520 – Paints and Varnishes – Cupping Test.
 - 8. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.
- b. Hardware: Stainless Steel, Vandal Resistant, Corrosion-Resistant-Coated or Non-Corrodible.
- c. Seat Boards: Recycled Plastic Lumber
 - i. PolySite. 100 percent high-density polyethylene (HDPE) derived from recycled post-consumer packaging. -Pigment and UV inhibitors added.
 - ii. Recycled plastic lumber shall comply with or be tested in accordance with the following:
 - 1. ASTM D6108 – Standard Test Method for Compressive Properties of Plastic Lumber and Shapes
 - 2. ASTM D6109 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastic Lumber and Related Products
 - 3. ASTM D6111 – Standard Test Method for Bulk Density And Specific Gravity of Plastic Lumber and Shapes by Displacement
 - 4. ASTM D6112 – Standard Test Methods for Compressive and Flexural Creep and Creep-Rupture of Plastic Lumber and

Shapes

5. ASTM D6117 – Standard Test Methods for Mechanical Fasteners in Plastic Lumber and Shapes
 6. ASTM D1248 – Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
- iii. Lumber shall contain no toxic materials, but shall contain UV-inhibited pigments. Composition and mechanical properties shall be as follows:

Minimum Recycled Content	92%
Minimum Post-Consumer Material Content	63%
Minimum Pre-Consumer Material Content	29%
Minimum High Density Polyethylene	100%
Maximum Percentage of Materials other than Polyolefins	5%
Minimum Specific Gravity (ASTM D6111)	0.02 lbs-in ³
Minimum Flexural Modulus (ASTM D6109)	85,000 psi
Minimum Screw Pull-out Strength (ASTM D6117)	700 lbs

- iv. Flame Spread, Class C or better, tested in accordance with ASTM E84. Coefficient of Thermal Expansion (ASTM D6341), in the range of -10°C to 30°C, shall not exceed $70 \times 10^{-6}/^{\circ}\text{F}$. Recycled Plastic Lumber shall not absorb moisture, corrode, rot, warp, splinter, or crack and shall not contain fiberglass or any material that will be irritating in contact with skin.
- v. Ends shall be smooth with clean cuts. Cross-sections shall not have voids greater than 1/2" dia. Voids of 1/2" dia. or less shall be filled as per manufacturer's specifications. All edges shall have 1/4" radius. Maximum variation from flat surface across section shall be 1/8".
- vi. Securely attach recycled plastic lumber slats to substrates by anchoring and fastening as indicated, or if not indicated, as required by the referenced standards. Select fasteners of size that will not penetrate through slats where opposite side will be exposed to view or will receive finish materials. Make tight connections between slats.
- vii. Butt joints of recycled plastic lumber slats, if required and approved on the Shop Drawings, shall be installed with consideration for expansion and contraction. Gap to be installed is dependent on temperature at the time of installation. Size of joint shall be calculated using the temperature at the time of installation and the linear coefficient of thermal expansion, and shall comply with referenced Accessibility Standards. Consult manufacturer for the Linear Coefficient of Thermal Expansion as determined using ASTM D6341. Buckling of slats will not be accepted.

d. Concrete in Structures

Concrete for footings shall comply with requirements of **Section 4.06 CONCRETE IN STRUCTURES** of the NYC Department of Transportation's Standard Highway Specifications

7.39.MSP.9. FINISHES.

- (A) Finish on Metal: LandscapeForms Inc. "Panguard II" or approved equal
 - a. Primer: Rust inhibitor.
 - b. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
 - c. Test Results: Polyester Powder Coat
 - i. Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus 5 percent from standard.
 - ii. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
 - iii. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
 - iv. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
 - v. Erichsen Cupping, ISO 1520: 8 mm.
 - vi. Impression Hardness, Buchholz, ISO 2815: 95.
 - vii. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils.
 - viii. Pencil Hardness, ASTM D 3363: 2H minimum.
 - ix. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max undercutting 1 mm.
 - x. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max blisters 1 mm.
 - d. Color: Silver, or approved equal
- (B) Recycled Plastic Lumber Color: PolySite Driftwood, or approved equal

7.39.MSP.10. FABRICATION.

- (A) Shop fabricated & assembled modules.
 - a. All seat module boards at the same plane or face to be a sub-assembly and attached to the frame as one unit.

7.39.MSP.11. METHODS.

- (A) Examination
 - a. Protect existing tree and tree roots in accordance with Tree Mitigation Plan.
 - b. Examine areas to receive product.
 - c. Notify Architect of conditions that would adversely affect installation or subsequent use.
 - d. Do not begin installation until unacceptable conditions are corrected.
- (B) Installation
 - a. Install in accordance with manufacturer's instructions at locations indicated on the Drawings.
 - b. Install level and plumb.
 - c. Anchor securely in place.
- (C) Adjusting

- a. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Engineer.
- b. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Engineer.

(D) Cleaning

- a. Clean products promptly after installation in accordance with manufacturer's instructions.
- b. Do not use harsh cleaning materials or methods that could damage finish.

(E) Protection

- a. Protect installed product to ensure that, except for normal weathering, seating platform will be without damage or deterioration at time of Substantial Completion.

7.39.MSP.12. MEASUREMENT. The quantity of **MORRISON AVENUE PLAZA MULTI-LEVEL SEATING PLATFORM** to be paid for under this item number shall be a Lump Sum measurement.

7.39.MSP.13. PRICES TO COVER. The price bid shall be a **LUMP SUM** price and shall cover the cost of all concrete footings, sleeve anchors with nuts and washers, touch-up and repair, labor, materials, plant, insurance, equipment, and incidentals necessary or required to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
7.39 MSP	MORRISON AVENUE PLAZA MULTI-LEVEL SEATING PLATFORM	EACH.

SECTION 7.50 CB2

CITY BENCH (VERSION 2)

7.50 CB2.1. INTENT.

This section describes the furnishing and installation of a CityBench (version 2.0). This specification includes the backed and backless bench types.

7.50 CB2.2. DESCRIPTION.

Under these items, the Contractor shall furnish and install each bench in accordance with the Contract Drawings, the specifications and directions of the Engineer.

7.50 CB2.3. MATERIALS.

(A) Bench shall be manufactured by Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Phone (800) 430-6206 ext 1331. Fax (269) 337-1381. Website www.landscapeforms.com. E-mail Denises@landscapeforms.com.

(B) Bench Distributors:

1. Landscape Forms, Inc.,
431 Lawndale Avenue
Kalamazoo, Michigan 49048.
Phone: (800) 430-6206 ext 1331
Attn: Denise Smith
2. Arenson Furniture Rental
1115 Broadway
New York, 10010
Phone (212) 633-2400
Attn: Sales
3. AFD Contract Furniture Inc.
810 7th Avenue,
New York NY, 10019
Phone (212) 721-7100
Attn: Sales
4. Empire Office Inc.
105 Madison Ave. #15
New York, NY 10016
Phone (212) 607-5566
Attn: Sales
5. Or other approved supplier.

(C) STYLE:

BACKED BENCH

Chelsea Bench "QASF0886-005"

- Length: 89-1/4 inches
- Seat Height: 18 inches
- Seat Depth: 19 inches
- Seat Width: 22 inches
- Seat Radius: 79 inches
- Arm Height: 24-7/8 inches
- Back Radius: 70 inches
- Back Angle: 9-1/2 degrees
- Seat Included Angle: 98-1/2 degrees
- Height: 34 inches

BACKLESS BENCH

Chelsea Bench "QASF0886-006"

- Length: 89-1/4 inches
- Seat Height: 17-3/4 inches
- Seat Depth: 22-5/8 inches
- Seat Width: 22-5/8 inches
- Seat Radius: 79 inches
- Arm Height: 24-7/8 inches

7.50 CB2.4. METHODS.

- (A) **DELIVERY, STORAGE, AND HANDLING.** Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. All material shall be bundled and fully supported during shipping and storage to prevent creep.

Material manufacturer's directions for storage and use shall be adhered to. Material surfaces shall be protected during shipment so as to arrive mar and scratch free in the field.

Keep materials in manufacturer's original, unopened containers and packaging until installation. Any damage or excessively scratched will be rejected and replaced with new at no additional cost to the City. All material must be straight and true when placed in the construction. Store any and all tooling, fixtures, process drawings and project files until last project phase is complete. Deliver all tooling, fixtures and documentation to the Engineer upon completion of the work.

- (B) **INSTALLATION.** Benches shall be uniquely fabricated and pre-assembled before being installed in their final location in the work. Benches shall be installed in their final position and properly secured in place, as indicated on the Contract Drawings. Protect installed product to ensure that, except for normal weathering, benches will be without damage or deterioration at time of Substantial Completion.

Note: Do not drag bench across concrete or other rough surfaces. This could damage the powder coat on the bottom of the base plate.

- (C) **TOUCHUP AND REPAIR.** For all bolted connections and minor damage caused by transportation and installation of metal powder coated surface, the touch-up finish shall be in conformance with powder coating manufacturer's recommendations. Provide touch-up such that the repair is not visible from a distance of six feet (6') under bright sunlight. The touch up color shall match the color of the powder coat.

- (D) **FOUNDATION.** If directed by the Engineer due to the condition of the sidewalk or where drilling will crack distinctive pavements, two unreinforced concrete footings, 12" x 12" in

plan and 18" deep shall be provided. Concrete shall be Class B-32 per Section 3.05. Foundation shall be centered under the bench leg base. Where footings are required, the openings for the footings are to be sawcut and the joints are to be finished per **Section 4.13.4.(F), EXPANSION JOINTS.**

- (E) **ANCHORING.** Benches shall be anchored using sleeve anchors. Sleeve anchors shall be zinc-plated, 1/2" diameter, 2-1/2" length. An additional 3/4" zinc-plated flat washer shall be used under the 1/2" zinc-plated washer that comes with the sleeve anchor.

Anchoring Details are as follows:

1. Holes shall be drilled using a full-size template, not by drilling through the bench. Place template in desired position, and drill anchor holes in the desired locations. Hole depth shall be at least 2-1/2" to allow for full engagement of sleeve anchors.
2. Remove template and clean the holes per the anchor manufacturer's requirements.
3. Place bench in desired position and install anchors. Tighten as recommended by anchor manufacturer. After anchors are properly tightened, mark the threads with a center punch in two places on each anchor to prevent removal of the nuts.

7.50 CB2.5. SUBMITTALS.

All submittals shall be as per **Section 1.06.31** of the NYC Department of Transportation's Standard Highway Specifications, and in accordance with the following requirements:

- (A) **WARRANTY:** The manufacturer guarantees a standard warranty that the products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.

7.50 CB2.6. MEASUREMENT.

The quantity of CityBench (version 2.0) to be paid for under this item shall be the number of CityBench(es) of each type installed at the site to the satisfaction of the Engineer.

7.50 CB2.7. PRICE TO COVER.

The unit price bid for EACH type CityBench (version 2.0) shall include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install benches including, but not limited to, bench arm rests and hardware; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The unit price bid for this item shall also include the cost of concrete footings, sawcutting, sleeve anchors with nuts and washers, touch-up and repair.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 CB2	CITYBENCH WITH BACK (V 2)	EACH
7.50 CBB2	CITYBENCH BACKLESS (V 2)	EACH

SECTION 7.50 FCR
ALLOWANCE FOR FURNISHING CITYRACK

7.50 FCR.1. DESCRIPTION. Under this item, the Contractor will be required to furnish CityRacks, in accordance with the Contract Drawings, specifications and as directed by the Engineer.

7.50 FCR.2. MATERIALS. (Not applicable)

7.50 FCR.3. CONSTRUCTION DETAILS. Contractor will order, CityRacks with base plates per prevailing NYCDOT contract rates, from Campbell Foundry Company, the fabricator of CityRack, located at:

800 Bergen St, Harrison, NJ 07029
Phone: (973) 483-5480; Fax (973) 483-1843
Email: gregc@campbellfoundry.com

Once the foundation has been installed, the Contractor must order and pick up from the supplier and deliver to the project site and install CityRack in accordance with Contract Drawings, specifications and as directed by the Engineer. All costs for pick up, delivery to the project site and installation of the CityRack along with anchors will be deemed to be included in all scheduled items for installation of the CityRack.

7.50 FCR.4. METHOD OF MEASUREMENT. For payment of CityRack, all work will be based on the actual number of CityRacks that are installed by the Contractor to the satisfaction of the Engineer.

7.50 FCR.5. BASIS OF PAYMENT. The fixed sum shown in the proposal for the CityRack and accessories will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

The fixed sum payment made under this item will be equal to the sum of all invoices submitted by the Contractor as proof of work performed for this item, as approved by the Engineer.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and must not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 FCR	ALLOWANCE FOR FURNISHING CITYRACK	F.S.

SECTION 7.50 ICR

CITYRACK INSTALLATION

7.50 ICR.1. DESCRIPTION. Under this section, the Contractor must install CityRack and all necessary incidentals on the following base types:

1. Concrete, 2. Pavers over concrete base, 3. Subway grating.

As the case may be, in accordance with, the Contract Drawings, the specifications and the directions of the Engineer.

7.50 ICR.2 MATERIALS.

Anchor bolts must be as shown on Contract Drawings, as directed by the Engineer, or as follows:

- Installation onto concrete, including sidewalks: Four ½"Øx3-½" deformed round head pin anchors ("Mushroom Spikes"), such as Powers SPIKE or DeWalt SPIKE.
- Installation onto brick pavers over concrete base: Four ½"Ø threaded studs with 2"Ø washers, tamper-resistant nuts, and 3-½" long drop-in style anchors. Threaded stud length to be 6-1/4", or as required to install the drop-in anchors fully in the concrete base.
- Installation onto subway grating: Four ½"Ø J-bolts, with 2"Ø washers and tamper-resistant nuts. J-bolt length to be 6", or as required to properly hook to the grating.

All metal anchor hardware to be stainless steel.

7.50 ICR.3. CONSTRUCTION DETAILS. The CityRacks must be installed as shown on the Contract Drawings, or as specified by the Engineer, in accordance with the NYCDOT Bicycle Parking Standards. The Contractor will be responsible for coordinating and picking up the CityRacks from the NYCDOT specified vendor, at no separate cost.

7.50 ICR.4. MEASUREMENT. The quantity measured for payment shall be the number of CityRacks installed in accordance with the Contract Drawings and the specifications, to the satisfaction of the Engineer.

7.50 ICR.5 PRICE TO COVER. The contract price for each CityRack installation must cover the cost of labor, materials, equipment, insurance, and incidentals required to pick up and install CityRacks, including but not limited to, the furnishing and incorporation of all anchors, bolts, and washers; all, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Footings, if required, will be paid for under other scheduled items.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 ICR	CITYRACK INSTALLATION	EACH

SECTION 7.50 SF-MA

MOVABLE SITE FURNISHINGS

7.50SF-MA.1. INTENT. This section describes the products and delivery of Movable Site Furnishings.

7.50SF-MA.2. DESCRIPTION. Under this Section, the Contractor shall furnish and deliver the followings Site Furnishings, in accordance with the Contract Drawings, specifications and directions of the Engineer:

- (A) Moveable Chairs
- (B) Movable Tables

Movable site furnishing shall be welded, fabricated, and coated in the USA, using iron and steel melted and manufactured in the USA.

7.50SF-MA.3. REFERENCES.

(A) ASTM Testing Standards:

1. ASTM B 117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
2. ASTM D 522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
3. ASTM D 523 – Standard Test Method for Specular Gloss.
4. ASTM D 2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
5. ASTM D 2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
6. ASTM D 3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
7. ASTM D 3363 – Standard Test Method for Film Hardness by Pencil Test.
8. ASTM G 155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

(B) ISO Testing Standards:

1. ISO 1520 – Paints and Varnishes – Cupping Test.
2. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

(C) ANSI/BIFMA Testing Standards:

1. ANSI/BIFMA X5.4-2005 – Standard Test for Lounge Seating.

7.50SF-MA.4. SUBMITTALS.

- (A) Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- (B) Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions for approval by the Engineer.
- (C) Samples: Submit manufacturer's samples of materials, finishes, and colors, including three (3) samples of specified color as applied to an 8 inch by 8 inch square of specified metal for approval by the Engineer.
- (D) Warranty: Guarantee for a minimum of three years.

7.50SF-MA.5. DELIVERY, STORAGE, AND HANDLING.

- (A) Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- (B) Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- (C) Handling: Protect materials and finish during handling and installation to prevent damage.

7.50SF-MA.6. WARRANTY.

- (A) Warranty Information:
 - 1. Products will be free from defects in material and/or workmanship for a period of three years from the date of substantial completion.
 - 2. The warranty may exclude damage resulting from accident, misuse, tampering, negligence, or abuse.
 - 3. Products shall be repaired or replaced to the satisfaction of the Engineer any items found defective upon inspection by an authorized manufacturer service representative and Engineer.

7.50SF-MA.7. MANUFACTURER AND VENDORS.

- (A) Moveable Chairs: "Parc Centre" Chair

- 1. Manufacturer:

Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048.
E-mail: specify@landscapeforms.com Phone (800) 430-6206 ext 1331. Fax (269) 337-1381. Website www.landscapeforms.com.
E-mail: Denises@landscapeforms.com.

2. Vendors:

- a. Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Phone (800) 430-6206 ext 1331. Fax (269) 337-1381
Attn: Denise Smith
Website: www.landscapeforms.com
E-mail: Denises@landscapeforms.com
- b. Arenson
Attn: Sales
212-633-2400
- c. AFD
Attn: Sales
212-721-7100
- d. Empire
Attn: Sales
212-607-5566

3. Option: No Arms

4. Color: "Cranberry"

(B) Movable Tables: "Parc Centre" Table

1. Manufacturer:

Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Toll Free (800) 521-2546. Phone (269) 381-0396. Fax (269) 381-3455.
Website www.landscapeforms.com.
E-mail: specify@landscapeforms.com.

2. Vendors:

- a. Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Phone (800) 430-6206 ext 1331. Fax (269) 337-1381
Attn: Denise Smith
Website: www.landscapeforms.com
E-mail: Denises@landscapeforms.com
- b. Arenson
Attn: Sales
212-633-2400
- c. AFD
Attn: Sales
212-721-7100
- d. Empire
Attn: Sales
212-607-5566

3. Size: 24 inches round
4. Color: "Cranberry"

7.50SF-MA.8. MATERIALS.

(A) Moveable Chairs: "Parc Centre" Chair

1. Seat & Back Panel: made of steel straps.
2. Frame: Cold Drawn Steel.
3. Stacking Bumper Glide: Made from super-tough nylon to resist damage from dragging on rough surfaces.

(B) Movable Tables: "Parc Centre" Table

1. Tops: 16 gauge with rolled edge, reinforced with steel channels beneath the top.
2. Powder coated steel
3. Table Supports: 2.5" outer diameter x 0.120" wall steel tubing welded to 18" diameter cast iron base.
4. Freestanding with nylon glides

7.50SF-MA.9. RECYCLED CONTENT.

(A) Moveable Chairs: "Parc Centre" Chairs

1. Recycled Material Content: Minimum 90.6 percent.
2. Post-Consumer Material Content: Minimum 58.8 percent.
3. Pre-Consumer Material Content: Minimum 31.8 percent.
4. Recyclable: 100 percent

(B) Movable Tables: "Parc Centre" Table.

7.50SF-MA.10. FINISHES.

(A) Moveable Chairs

1. Finish on Metal: Landscape Forms, Inc. "Pangard II".
2. Primer: Rust inhibitor.
3. Topcoat: Thermosetting polyester powdercoat. UV, chip, and flake resistant.
4. Test Results: "Pangard II".
 - a. Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus 5 percent from standard.

- b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
- c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
- d. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
- e. Erichsen Cupping, ISO 1520: 8 mm.
- f. Impression Hardness, Buchholz, ISO 2815: 95.
- g. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils.
- h. Pencil Hardness, ASTM D 3363: 2H minimum.
- i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max undercutting 1 mm.
- j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max blisters 1 mm.

(B) Movable Tables:

- 1. Finish on Carbon Steel: Landscape Forms, Inc. "Pangard II".
- 2. Primer: Rust inhibitor.
- 3. Topcoat: Thermosetting polyester powdercoat. UV, chip, and flake resistant.
- 4. Test Results: "Pangard II".
 - a. Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus 5 percent from standard.
 - b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
 - c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
 - d. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
 - e. Erichsen Cupping, ISO 1520: 8 mm.
 - f. Impression Hardness, Buchholz, ISO 2815: 95.
 - g. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils.
 - h. Pencil Hardness, ASTM D 3363: 2H minimum.
 - i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max undercutting 1 mm.
 - j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max blisters 1 mm.

7.50SF-MA.11.FABRICATION. Assembled and fabricated in the shop.

7.50SF-MA.12. METHODS. The following methods of installation shall be used.

- (A) Coordinate delivery location and date.
- (B) Deliver site furnishings to job site, NYCDOT or Local project sponsor as directed by the engineer.
- (C) Adjusting:
 - 1. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Engineer.
 - 2. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Engineer.
- (D) Cleaning: Clean Site Furnishings promptly after installation in accordance with manufacturer's instructions. Do not use harsh cleaning materials or methods that could damage finish.
- (E) Protection: Protect installed Site Furnishings to ensure they will be without damage or deterioration at time of Substantial Completion.

7.50SF-MA.13. MEASUREMENT. The quantities of Site Furnishings to be measured for payment shall be the quantity of EACH type Site Furnishing delivered to the satisfaction of the Engineer.

7.50SF-MA.14. PRICES TO COVER.

(A) **MOVEABLE CHAIRS**

The prices bid shall be the unit price per EACH type of moveable **CHAIR** and shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and deliver the moveable **CHAIR** including, but not limited to, glides and hardware, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

(B) **MOVABLE TABLES**

The prices bid shall be the unit price per EACH type of **MOVABLE TABLES** and shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and deliver the **MOVABLE TABLES** including, but not limited to hardware, 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
7.50 SF-MA1	CHAIRS	EACH
7.50 SF-MA3	MOVABLE TABLES	EACH

SECTION 8.08 VMS**Variable Message Signs****8.08VMS.1. DESCRIPTION:**

This work item involves the furnishing, installation, and maintenance of Portable Variable Message Signs (VMS) at specified locations shown on the plans and/or as ordered by the Engineer. The display units are intended to provide motorist information from a roadside installation and shall be configured for long term operation.

8.08VMS.2. MATERIALS:

The Contractor shall provide the following items as subsequently described in these specifications. All necessary incidental components, cables, and hardware, shall be supplied to accomplish a fully operational Portable VMS installation. All equipment and components furnished shall be new and be of the latest design manufacture. All parts shall be of high quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. The design life of all components, operating 24 hours per day, shall be ten (10) years minimum with the exception of lead acid batteries.

A. Display

Variable message display units shall meet the requirements of Sections 201.3 and 294.6 of the New York State Manual of Uniform Traffic Control Devices. Each unit shall have a three line display with minimum of eight discrete characters per line. The sign characters shall measure at least 450 mm (18-in.) high, by 270 mm (11-in.) wide. The sign case shall not exceed 3.7 meters (12 ft.) wide. The display panel shall be 100% solid state with no moving parts or switches. All panels shall be identical and mutually interchangeable with all other panels. No field hardware or programming modifications shall be required to exchange or replace individual display panels.

LEDs shall be ITE amber wide angle providing for both daylight and nighttime legibility at a viewing angle of 30 degrees. Each pixel shall be capable of producing 20 candelas of light at 30 ma of current, shall be rated for 100,000 hours service life and shall have an operating temperature of -9 degrees C (15 degrees F) to +74 degrees C (165 degrees F).

B. Power Supply

The 12 VDC power source system shall consist of at least fourteen (14) batteries. Each battery shall be of the deep cycle design and shall operate at 12 VDC. The batteries shall be charged primarily by a solar voltaic array. Each battery shall have a minimum rating of 1,300 cold cranking amps for 30 seconds at -18 degrees C (65 degrees F) and shall have at least a 390 minute reserve capacity with 50% of pixels illuminated. The design of the VMS shall insure that this capacity shall be sufficient to provide virtual autonomy for the sign system which will allow full messages to be continuously displayed without the use of an external charger.

Control of the sign power supply shall be provided by a power management system that shall regulate the charging of the batteries by the solar charging system and shall provide

for regulation, and distribution of the power to the various sign functions. This power management system shall provide power to the batteries when required and shall not overcharge them when they have reached a full charge.

C. Solar Charging System

The Solar charging system shall consist of a photovoltaic array mounted at the top of the sign case and power management system. The system shall provide regulated "on demand" charging consistent with the battery condition, with the ambient solar luminance at the photovoltaic array, and with net power consumption within the sign system. The photovoltaic array shall be capable of delivering 450 Watts of power in direct sunlight.

D. 110 VAC Charging system

A 110 VAC charging system shall be incorporated. The sign charging system shall be capable of producing a minimum seventy-five (75) amperes, twelve volt (12) VDC output. This charger shall be available as a backup and may be utilized when 110 VAC service is available at the site. A current meter for monitoring the charging process and an electrical receptacle mounted on the control pedestal shall be included. The system shall be capable of completely charging the battery pack within 24 hours. The actual charging time will vary depending upon conditions and state of charge/discharge of the batteries. Battery voltage shall be monitored by an on board CPU and the presence of 110 VAC line voltage shall be indicated on the keyboard terminal LCD.

E. Power Manager

The power manager shall control the regulation, and distribution of the power to the sign system. In addition, it shall regulate the solar charging of the 12 VDC batteries. The power manager shall automatically disconnect the battery pack from the solar array when the batteries attain a fully charged state. When the sign system is consuming power and the batteries are discharging, the power manager shall enable the solar arrays to provide a full charge from the solar array. This operation shall be designed to insure a maximum charge on the batteries when the sign is in full operation without overcharging the battery supply. The power manager circuitry shall be fully functional in the 0 to 95 % non-condensing humidity range and in the temperature range of -35 degrees C (-30 degrees F) to +75 degrees C (165 degrees F).

F. Central Processing Unit (CPU)

The CPU shall consist of one or more printed circuit (PC) board(s) which shall contain all of the sign message memory as well as the sign operating software. The CPU shall be constructed of a high quality fiberglass printed circuit card conformal coated with 100% solid-state circuitry. The CPU shall operate in 0 to 95 % non-condensing humidity conditions at temperatures from -35 degrees C (-30 degrees F) to +75 degrees C (165 degrees F). The CPU PC board shall be designed with reverse polarity protection in the event that batteries are incorrectly connected. The CPU shall have sufficient capacity to store 200 messages that can be entered from the sign keyboard terminal or remotely via a RS232 port. Remote control shall be possible over the RS232C control port. The data rate of this channel shall support operation in the 1.2 KB to 9.6 KB rate. The CPU shall include full support for the RS232 port and shall contain all required software and hardware which is necessary for a communication address to be stored in non-volatile

RAM. The integral communication software on the CPU shall be able to recognize its own address in received messages and shall reject all other addresses. The RS232 hardware and software shall be capable of operation with all of the types of communication modems (i.e.: CDPD, Spread-spectrum, CDMA and Cellular).

The RS232 channel shall permit the programming, uploading and downloading of all necessary data to permit 100 % remote functionality of the sign. Message memory shall be retained during power interruptions or failures of indefinite length and the CPU shall be capable of operating the sign system in the event that the keyboard controller is disconnected. The units shall be capable of displaying up to six messages in a cyclical sequence and shall be capable of creating a minimum of 25 program sequences.

The complete RS232 protocol utilized shall be fully documented and provided to the Engineer. This protocol description shall be utilized by a third party for the purpose of developing control software for the VMS. The protocol shall include functions which shall allow the selection of pre-programmed messages, upload/download of the sign message library, and control of all auxiliary functions, such as LED messages. In addition, the protocol shall include functions to retrieve sign status such as current messages, failure states, etc.

The protocol shall be provided without any license restrictions or non-disclosure requirements. The manufacturer shall provide a minimum of sixteen hours telephone consultation to any party designated by the Engineer, to a software engineer who is fully cognizant and knowledgeable in all aspects of the protocol use and application.

G. VMSs shall be NTCIP Compliance

Profile Layer Applicable NTCIP Standards

Information Profile NTCIP 1201 (Global Object Definitions)

NTCIP 1203 (DMS Object Definitions)

Application Profile NTCIP 2301 (Simple Transportation Management Framework [STMF])

Transport Profile NTCIP 2201 (Transportation TransportProfile)

NTCIP 2202 (TCP/UDP/IP) Subnetwork Profile NTCIP 2101 (Point to MultiPoint over RS232)

NTCIP 2102 (Point to MultiPoint over FSK Modem)

NTCIP 2103 (Point to Point)

NTCIP 2104 (Ethernet)

H. Sign Keyboard Terminal

The sign keyboard shall be conveniently located for easy access and control of the display while the sign is in operation. The keyboard terminal shall consist of a standard QWERTY keyboard and at least a 4 line by 20 characters per line display. This terminal shall be watertight and shall be manufactured with conformal coated circuit boards. The keyboard shall operate in the 0 to 95 % non-condensing humidity conditions and -35 degrees C to +75 degrees C temperature range.

I. Sign Operation Software

The sign operating software (SOS) shall provide for operator interaction with the sign system through software residing in the CPU unit. This software shall be accessible through the sign keyboard terminal and an RS232 control port as described in Subsection F, above. The local software shall be user friendly (Capable of being operated by typical contractor personnel) and shall require operator confirmation prior to allowing a change to any sign operating parameter or message. The sign operating software shall contain a password entry system and limit access to the sign to authorized persons. The sign operating software shall provide for the following additional capabilities:

- Remote and local control of LED brightness (minimum 7 levels).
- Automatic (based on local photocell measurements) control of LED brightness.
- Enable/Disable cellular and CDPD and CDMA communications.
- Sign status including battery post voltage, 110 VAC service indicator, low voltage indicator, and photocell ambient light level.
- Accurate internal clock with automatic daylight savings time adjustment and no fail millennium change.

The following sign editing features shall be programmable:

- Create, edit, review, and delete messages.
- Create, edit, review, and delete message schedule.
- Create, edit, review, and delete message sequences.
- Programmable flash rate for messages.

J. Sign Operation Desktop, CDMA modem and Antenna and installation and integration in NYCDOT's Traffic Management Center (TMC)

Contractor shall provide a Personal computer P4 with the latest version of attached specifications, CDMA modem, and antenna installation at the NYCDOT Traffic Management Center (TMC), 28-11 Queens Plaza North, with the antenna installed on 9th floor roof.

Install and integrate all systems including communication with VMSs from TMC.

K. Sign Operation Notebook (laptop)

Contractor shall provide a laptop with the latest version of attached specifications and diagnostic software.

L. Trailer

The trailer shall be designed to safely transport the VMS assembly. The vehicle shall come equipped with all necessary lights, fenders, reflectors, etc. for use on public highways in accordance with the NYS Vehicle and Traffic Law. The trailer shall have a single axle and a fixed height tow ring and adjustable height ball or tow ring hitches. The trailer shall come equipped with leveling jacks of adequate strength to conveniently adjust the trailer orientation. These leveling jacks shall be affixed in such a manner that they may be readily placed and locked in a horizontal position for traveling without necessitating the use of tools. The trailer and sign assembly, when stationary and

supported properly with the leveling jacks, shall withstand AASHTO rated 160 KPH wind gusts. The trailer shall be equipped with a rain tight locked housing for the keyboard, terminal and control panel. The sign trailer shall not exceed 2.4 meters (8 ft.) wide.

M. PC Based Remote Operation Software

A PC Based software package shall be supplied with each assembly. The package shall be supplied with an install disk and operating manual. From a standard PC, the software shall allow the VMS to be fully controlled, programmed, and maintained. The software package shall comply with the following specifications:

- Programmable for operation on COM1, COM2, COM3, + COM4 utilizing standard IRQs. In addition IRQ5 must be supported for COM3 and COM4. Two USB ports.
- Software must be operational under WINDOWS 98, WINDOWS XP.
- Must support as a minimum of functions available on the local CRT and terminal as defined in Subsection H, above.
- Must support dial-up modem operation including ability to maintain a telephone library for each VMS. Program must support a minimum of 100 VMS.
- Must support a sign message library which can be uploaded/download from the PC. Commands must be available to selectively upload/download complete messages from the VMS and a mechanism to store them on disk.
- PC software must be functional with all types of communication adapters utilized for the project.
- A PC 9-PIN to VMS controller RS232 connection cable shall be supplied for each VMS supplied. The cable shall be a minimum of 4 meters (13'-2") long and shall utilize water resistant connections and be of heavy-duty construction.

N. Modem Interface Cable

The VMS shall be supplied with a modem interface cable. This cable shall be designed to connect the VMS controller's RS232 port to the spread spectrum radio modem indicated on the plans to be utilized at this assembly.

O. Auxiliary Equipment Bay

The VMS shall have space for the installation of the external devices designated for use with the VMS in this contract. In addition, access to AC power shall be available in this bay. The bay shall be protected and secured by a lock and shall be watertight. Other internal spaces of the VMS can be utilized for this purpose if sufficient space exists.

P. MC Power Cable, Flexible Conduit

A nominal 3 meter (10 ft.) length of MC power cable and appropriate mating connectors, containing two (2) stranded # 8 wires and a ground shall be furnished and installed between the Pole Mounted Control Equipment Cabinet, power distribution panel and the Auxiliary Equipment Bay of the VMS sign. This cable shall be used to power the portable VMS sign from commercial electrical power.

Q. 3/4 NPS Sealtight Flexible Conduit

A nominal 3 meter (10 ft.) length of 3/4 NPS sealtight flexible watertight conduit and appropriate mating connectors shall be furnished and installed between the Pole Mounted Control Equipment Cabinet and the Auxiliary Equipment Bay of the VMS sign. The Contractor shall install the modem Interface Cable as described in Subsection N, above, in this flexible conduit.

8.08VMS.3. CONSTRUCTION MAINTENANCE DETAILS:

The Contractor shall prepare a shop drawing submittal which will include copies of descriptive literature for every component to be included in with the VMS assembly. The submittal shall include a complete description of the VMS protocol utilized to command and program the VMS assembly. In addition, the submittal shall include a complete plan for the VMS including all interconnections and physical placement of all of the required major and incidental components. These drawings shall include specific details of the installation of all of the material listed in this specification and as shown on the construction plans and details.

Upon request, as part of the shop drawing process, the Contractor may be required to perform a field demonstration of the assembly at a particular site which would be selected to approximate the conditions under which the VMS will need to operate for the project. During this demonstration, the unit must prove that it can meet all of the functional requirements defined in this specification. The Engineer has the right to reject the material if the demonstration fails to prove that the device is compliant, in the opinion of the Engineer. The shop drawing submittal must be as approved by the Engineer prior to any testing or installation of the VMS in the field.

The spread spectrum radio CDMA and power supply, as indicated on the plans or as designated by the Engineer, shall be installed, activated, and tested. The antenna cable shall be installed through the 2 NPS chase nipple in the back of the cabinet and at the top of the pole through the new opening with the rubber grommet as detailed in the plan set. The YAGI antenna detailed for in the Spread Spectrum Radio CDMA specification shall be installed utilizing the antenna mounting bracket described in that specification. The YAGI antenna shall be installed at the highest point possible on the sign/pole. Details for alignment of this antenna can be found in the CDMA Spread Spectrum radio specifications.

The VMS is to be installed at the locations indicated on the plans or as directed by the Engineer. The trailer wheels shall be removed and the VMS shall be positioned to maximize the viewing angle and visibility to the roadway. When in use, the units shall be set as shown on the construction plans and details. The base of the message display panel shall be adjusted so that it is at least two (2) meters (6-1/2 feet) above the pavement surface and properly aligned to provide optimum viewing by approaching motorists.

At locations where solar charging of batteries is not possible, a 110 VAC charging system shall be used to keep the batteries charged. At such locations, the Contractor shall be

required to connect all installed VMSs to the nearest street light pole by overhang power cable in accordance with the National Electrical Code Specifications and as approved by the Engineer, in consultation with NYCDOT's inspector.

Once installed in the field, each VMS will be subjected to an Operational Standalone Test. This test shall verify that the VMS is fully operational and properly programmed with an initial message library to be provided by the Engineer.

The Contractor shall be responsible for maintenance, repair, and continuous operation of the display units until progress of work no longer requires their use, as determined by the Engineer. As a minimum, the Contractor shall field check the VMS at least once per week, while deployed in the field. The Contractor shall make all necessary adjustments or repairs to the VMS that are found necessary during the field inspection. This field check shall include inspection of battery electrolyte levels, cleaning and tightening battery cable harnesses and testing the VMS to ensure that all pixels are operational and that the VMS is fully operational. The Contractor shall also inspect the placement of traffic control devices such as cones, drums, signs, etc., for conformance with the construction plans and details. If such traffic control devices are missing or not in place the Contractor shall replace the devices in accordance with the contract documents. This inspection and replacement if required shall be considered as part of this bid item and shall not be considered for additional compensation. Any defective or non-functional sign shall be replaced within 24 hours.

All components to be supplied under this specification shall be under warranty for a minimum of two-years from the conclusion of the system acceptance test. This warranty shall include repair and/or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. Repairs shall not require more than two weeks from date of receipt and the provider of the warranty shall be responsible for all return shipping costs. The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name NYCDOT as the recipient of the service. The Engineer in consultation with NYCDOT shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

One copy of all operations and maintenance manuals for each portable VMS component shall be delivered for each assembly installed. For this project, a training course shall be conducted to review the operations and maintenance of all components. The training course shall consist of a minimum of two (2) 8-Hour sessions for each person and be scheduled for 6 City employees at TMC.

At the conclusion of the project, VMSs shall be delivered to a site designated by the Engineer. Each VMS shall be tested upon this delivery and must be in good working order in accordance with these specifications.

8.08VMS.4. MAINTENANCE CONTRACT:

For the duration of the project the Contractor shall be responsible to maintain VMS as per specification based on a specified on call service contract. The Commissioner, in consultation with NYCDOT, can cancel the maintenance contract at any time.

8.08VMS.5. METHOD OF MEASUREMENT:

A. The quantity to be measured for payments under Item 8.08 VMS, VARIABLE MESSAGE SIGN, shall be the number of Variable Message Signs satisfactorily installed where specified for use under this project. No additional measurement will be made for any relocation of variable message signs or for any temporary removal and subsequent reinstallation of variable message signs.

B. The quantity to be measured for payments under Item 8.08 VMSC, VARIABLE MESSAGE SIGN COMPUTER, shall be the number of Variable Message Sign Computers satisfactorily installed where specified for use under this project.

8.08VMS.6. BASIS OF PAYMENT:

A. The contract price bid for Item 8.08 VMS, VARIABLE MESSAGE SIGN, shall be a unit price per each Variable Message Sign and shall include the cost of all materials, labor, tools, equipment, documentation, testing, maintenance, insurance, and incidentals necessary to furnish, install, maintain, and remove, when directed, a variable message sign, complete, in accordance with the plans, the specifications, and the directions of the Engineer.

B. The contract price bid for Item 8.08 VMSC, VARIABLE MESSAGE SIGN COMPUTER, shall be a unit price per each Variable Message Sign Computer and shall include the cost of all materials, labor, tools, equipment, documentation, testing, maintenance, insurance, and incidentals necessary to furnish, install, maintain, and remove, when directed, a variable message sign computer complete with software, in accordance with the plans, the specifications, and the directions of the Engineer. The initial computer furnished under this item shall be a Desktop Computer and all subsequent computers furnished under this item shall be Notebook Computers.

C. No payment will be made for repair or replacement of damaged materials made necessary due to the Contractor's operations.

Payment of the unit price bid under each item will be made as follows:

20% payable upon equipment installation and satisfactory completion of installation tests.

25% payable upon project acceptance of the variable message sign or variable message sign computer, as applicable.

30% payable in monthly installments in proportion to the amount of the project completed following acceptance of the variable message sign or variable message sign computer, as applicable. Monthly payments will be dependent upon the Contractor performing all maintenance duties as may be required.

25% payable upon delivery of equipment to a site designated by the Engineer and satisfactory completion of tests as may be required by the manufacturer to verify that the unit is operational.

Payment will be made under:

Item No.	Description	Pay Unit
8.08 VMS	VARIABLE MESSAGE SIGN	EACH
8.08 VMSC	VARIABLE MESSAGE SIGN COMPUTER	EACH

Desktop Computer:

Module	Description
Make and Model	HP, Dell, Gateway, Toshiba; or, an approved equivalent. Note: An approved equivalent requires written approval of the Assistant Commissioner of ITS.
Processor	Intel Core 2 Duo Processor E6550 (2.33 GHz, 4M VT 1333MHz FSB) or faster
Operating System	Microsoft® Windows® XP Professional or Vista Business®, SP1 with Media and NTFS
Memory	2 GB or More, DDR2 Non-ECC SDRAM, 800 MHz
Keyboard	Entry Level Keyboard, PS/2, (No Hot Keys)
Monitor	19" LCD Monitor or Better
Graphics Card	PCI or AGP Interface with a minimum of 256 MB or RAM
Boot Hard Drive	160GB 7200RPM IDE Hard Drive
Mouse	PS/2
USB Memory Key	256MB USB Memory Key
CD ROM/DVD ROM	8X DVD+RW/+R AND 48X CDROM with Roxio® Easy CD Creator plus DVD Decode or faster version
Speakers	Two Piece Stereo System
Wireless	802.11 b/g USB 2.0
Sound	Built in sound
I/O Ports	At least: 2 serial, 8 USB2.0, 1 parallel, 1 IEEE1394 port, RJ45 Ethernet Port
Energy Star	Energy Star Compliant
Documentation Diskette	Resource CD contains Diagnostics and Drivers for the System

Notebook Computer:

Module	Description
Make and Model	HP, Dell, Gateway, Toshiba; or, an approved equivalent. Note: An approved equivalent requires written approval of the Assistant Commissioner of ITS.
Processor	Intel Core 2 Duo Processor 3.40GHz, 512K / 800MHz FSB or faster
Operating System	Microsoft® Windows® XP Professional or Vista Business®, SP1 with Media and NTFS
Memory	2 GB or more, DDR SDRAM Memory (2 DIMMS)
Graphics Card	4XAGP graphics w/128MB DDR Video Memory
Boot Hard Drives	160GB ATA-100 IDE (7200 rpm)

Modem	Internal 56K Modem
Modular Bay Devices	DVD/CD-RW combo or higher
Speakers	Two Piece Stereo System (builtin)
Wireless Local Area Networking Options	Intel® PRO/Wireless 2100 WLAN (802.11b,11Mbps) miniPCI Card
Battery	9-Cell Primary Battery
I/O Ports	At least: 1 serial, 1 parallel, 1 IEEE 1394, 2 UBS 2.0, RJ45 Ethernet Port
Factory-Installed Software	Norton Antivirus® 2009, 12-month subscription
Additional Battery Case	9-Cell Spare primary battery Yes

SECTION 8.15 M**DRINKING FOUNTAIN**

8.15 M.1. WORK. Under these items, the Contractor shall provide all labor, materials, and equipment necessary or required to furnish and install DRINKING FOUNTAIN, including concrete foundation, all internal plumbing, access panels and all external plumbing work and connection to water service and drain within five feet (5') of the tubular body, all in accordance with the plans, specifications, and directions of the Engineer. This drinking fountain is to be a Bottle Filler w/ Hi-Lo Drinking Fountain basins.

8.15 M.2. MATERIALS. Except as otherwise provided for herein, the materials shall meet the requirements of Division II, "Basic Materials of Construction" of the NYC Department of Transportation's Standard Highway Specifications.

Broken Stone Base: Shall consist solely of crushed ledge rock. Stone shall be no. 3 size and shall be of approved size and quality as specified in **Section 2.02** of the NYC Department of Transportation's Standard Highway Specifications.

Geotextile –Drainage: shall be FX-60HS (nonwoven) as manufactured by Carthage Mills, Cincinnati, OH, or 160N (nonwoven) by Mirafi, Inc., Charlotte, NC, or TerraTex N06 (nonwoven) by Hanes Geo Components, Edison, NJ, or approved equal.

Polyethylene vapor retarder: shall be a Reinforced Vapor Retarder 3-ply laminate, combining 2 layers of high-density polyethylene and 1 high strength non-woven cord grid similar to Griffolyn Type-65 as manufactured by Reef Industries, Inc., Houston, Texas or Precon as manufactured by W. R. Meadows, Inc., Hampshire, Illinois or approved equal.

Concrete pad, Concrete pipe support and Cleanout: Concrete shall be Class B-32 per Section 3.05.

Sand: surrounding cleanout shall be cushion sand as described in **Section 2.20** of the NYC Department of Transportation's Standard Highway Specifications.

Drain pipe: Shall be cast iron.

Expansion joint with sealant: material shall be one of the following: A premolded bituminous fiber joint filler, as specified in Section 2.15 and Section 2.22 (requires a bond breaker and sealant) or, a premolded closed cell expanded polyethylene foam joint filler, such as MasterSeal 920 by BASF Inc., Shakopee, MN (requires only sealant) or, an approved equal of any of the above. If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") width polyethylene tape or five-eighths inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by manufacturer. A bond breaker will not be required for a premolded foam joint or a shredded recycled rubber aggregate joint filler, but sealant is always required. Prepared expansion joints shall be coated with a primer followed by installation of a bond breaker and a self-leveling two component polyurethane-based elastomeric sealant. The Contractor shall apply Sikaflex 429 primer with Sikaflex - 2C SL sealant, manufactured by Sika Corp., Lyndhurst, N.J; or BASF MasterSeal P 173 with MasterSeal SL 2 sealant, by BASF, Inc., Shakopee, MN, or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant.

Cement: Air entrained Portland cement shall comply with the requirements of the ASTM Designation C150. It shall be Type IIA, moderate sulfate resistant.

Cast stone shall have a compressive strength of not less than forty-five hundred (4,500) pounds per square inch when tested as 2" x 2" x 2" cubes at an age of not more than twenty-eight (28) days and shall have an absorption rate not to exceed seven (7%) percent of the dry weight after being dried to constant weight at 150 degrees Fahrenheit. No chipped, broken, or checked stone showing fine hair cracks or checks on the surface will be accepted.

Aggregate: Natural Sand and gravel shall conform to the requirements of ASTM C33.

Calcium Chloride: Do not use calcium chloride in precast concrete.

Reinforcing Bars: ASTM A 615, Grade 40 or Grade 60 as necessary. Bars are to be used to handle transportation and handling stresses.

Welded Wire Fabric: Shall meet ASTM A1064/1064M.

Supports for Reinforcement: Provide supports for reinforcement including bolster, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing.

Bottle Filler w/ Hi-Lo Drinking Fountain basins: a "Hi-Lo" drinking fountain is defined by ADA as a unit where one fountain basin is accessible to those who use wheelchairs and one fountain basin is at a standard height convenient for those who have difficulty bending.

Shall be Model #10145-SM-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #GYQ5X-NYC as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4430-BF-1U-NYC as manufactured by Elkay, Oak Brook, Ill, or approved equal.

Customization of bottle fillers for NYC use:

Manufacturer's identification shall be displayed discreetly on the unit's access panel to facilitate ordering replacement parts.

All parts and installation shall meet applicable requirements of N.Y.C. Codes, including type "K" copper tubing throughout for water supply within unit.

Sensor operated bottle filler and freeze resistant valves are not required under this specification.

Tubular Body: Shall be either pipe or tubular steel or fabricated 304 stainless steel, 12 gauge or better.

Access covers: shall be located for easy access to facilitate maintenance and replacement of parts and shall be fastened with vandal resistant stainless steel screws.

Surface mount: Shall be either stainless steel mount or optional stainless steel surface carrier.

Corrosion Resistant Treatment: All fabrication and welding shall be completed prior to application of the corrosion resistant coating, metal pieces shall be cleaned of all weld spatter, mill scale, varnish, rust, grease, and the like and the surface mechanically and chemically prepared to receive The coating. This corrosion resistant coating shall a thermal spray zinc coating or

electrostatic or immersion applied primer with a minimum thickness of 3 mils. All metal pieces, including welds, shall receive the coating inside and out.

Polyester Powder Coating: A surface coat shall be applied to the thermal zinc coated metal pieces in such a manner that the coating will not peel off. The manufacturer shall perform all processes required to achieve a smooth material bond. An epoxy or acrylic polymer primer shall be applied prior to application of powdercoating. The surface coat shall be an electrostatically sprayed, leadfree, superdurable TGIC (triglycidyl isocyanurate) polyester powder coating applied to a minimum of three (3) mils thickness which shall be oven cured. The TGIC polyester powder coating shall be UV resistant and comply with the ASTM standards.

Material manufacturer's directions for storage and use shall be adhered to. Material surfaces shall be protected during shipment so as to arrive mar and scratch free in the field.

Color- shall be Silver/Gray, as selected by the Engineer. Where Silver/Gray color is specified, satin finish stainless steel (without powder coating) may be substituted.

NYC Water Logo: shall be a vinyl decal with ultraviolet (UV) cured ink, designed for outdoor use, minimum thickness 5 mil. Decal shall include a UV protected laminate. Adhesive shall be guaranteed to perform at temperatures as low as -10 degrees F. Minimum durability shall be 3 years. Dimension of decal shall be 3 7/8" in width, 7 3/8" in height, light blue color shall be Pantone Process Cyan (4 color print CMYK 100,0,0,0), white color shall be Pantone Process White (4 color print CMYK 0,0,0,0) or approved equal. Logo shall be placed in recess as shown on attached sketch or as approved by the Engineer.

Hardware: All hardware, fittings, and fastenings shall be tamper resistant 18-8 stainless steel, type 304 in accordance with ASTM F593 of sizes as indicated on the shop drawings and as required to complete the installation. Anchor bolts shall be minimum 3/8 inch, ten (10") inches long and may be either stainless steel or galvanized steel, quantity as required by the manufacturer.

Bubbler Head: Bubblers shall be rounded one piece design, vandal-resistant type, certified to be lead-free. Bubblers may be either 18-8 stainless steel type 304 or chrome plated cast brass.

Push Button: Shall be stainless steel valve body with a 1 1/2" diameter feather touch vandal resistant push button. Push button for bottle filler and accessible "lo" basin shall be activated by a maximum five (5) pounds of pressure, in compliance with ADA.

Stainless Steel Bowls: Shall be 18 gauge or better stainless steel, type 304, satin finish to comply with ASTM A380 and ASTM A967 standards, install with tamper proof stainless steel screws.

Lockable Hose Bibb: shall be included in dog bowl/pet fountain models. Locking device shall be constructed to be vandal resistant. The Agency shall supply the lock. A vacuum breaker shall be included.

Waste Strainer: Shall be satin chrome plated brass or stainless steel waste strainer with a 1-1/4" O.D. tailpiece. Plastic waste drain/strainers are not acceptable.

Plumbing: The manufacturer shall have all factory installed plumbing components pre-tested installed before delivery to site. All factory connections to be made by a licensed plumber.

8.15 M.3. PLUMBING. The Contractor shall furnish and install all pipe, fittings, valves, and other foundries to complete the plumbing for the connections and concrete pit. The drain pipe shall be extended five (5) feet beyond the foundation and connected to the sanitary drain line or dry well, as shown on the plans. The one (1") inch cold water line shall be extended five (5') feet beyond the foundation and connected to the water supply pipe, as shown on the plans.

Connection to water supply shall be made with a threaded, extra heavy fitting. The Contractor shall provide dielectric fitting at appropriate locations, as shown on plan.

Water Piping: Water Piping shall be one and one-quarter (1 1/4") inch rigid hard temper type "K" copper tubing as shown on the plans meeting the specification for ASTM B88. Fittings shall be approved wrought copper and bronze solder-joint pressure fitting (A.N.S.I. B16.22).

Pipes through precast concrete plumbing pit wall shall be protected with a sleeve caulked watertight with a silicone sealant. All appurtenances such as 1 1/4" Gate Valve, 3/4" drain cock, reducer coupling and 3/8" pressure regulator valve shall be installed as per plans, and as directed by the Engineer.

Pipe Supports: Pipe clamps shall be made up of 1" x 3/8" strap iron galvanized and shall be constructed to rigidly hold the pipes firmly in place. Clamps shall be held in place with anchor bolts set in fountain shaft or base.

8.15 M.4. INSTALLATION. Water supply and drainage lines shall be installed as shown on the detail and the plans. Prior to placement of concrete pad, the subgrade and broken stone shall be level and compacted. Concrete pad shall be a smooth, flat, broom finished surface installed flush with adjacent pavement grade and in accordance with the plans and details. Adjacent pavement shall be pitched away from bottle filler.

Bottle Filler: The unit is to be handled at lifting locations designated by the manufacturer; no chipped, cracked, or otherwise defective Bottle Filler will be acceptable.

The fixture shall be surface mounted and installed in accordance with the manufacturer's written directions. Entire assemblies shall be installed in accurate locations, square and plumb in concrete foundation and in required locations to surrounding finished grade, as shown on the plans. Anchor bolts shall be accurately set, plumb and true, in concrete foundation, quantity as recommended by the manufacturer.

Field connection: All field connections to be made by a Licensed Plumber. The factory installed portion of the cold water supply and waste water lines shall be extended from the Bottle Filler/Drinking Fountain Base at lengths indicated on the drawings. Water and Drain lines shall be pitched away from the Bottle Filler/Drinking Fountain. Pockets in rigid piping that cannot be drained by gravity will be rejected. The plumber will be required to reinstall piping until gravity drain is achieved.

Winterization: The unit shall be winterized by shutting off water supply and opening bleeder valve (outside of fountain). The bottle filler and drinking fountain basins shall be designed to allow internal water to drain by gravity.

8.15 M.5. SUBMITTALS.

Shop Drawings: The Contractor shall submit a catalogue cut and a complete dimensional Shop

Drawing of the bottle filler showing all components including color, internal plumbing, access panels, gauges of metal and thickness of wall construction at least twelve (12) weeks prior to proposed installation. NYC Water logo decal shall be displayed on shop drawing.

Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.

Samples: Submit manufacturer's samples of materials, finishes, and colors, including three (3) samples of specified color as applied to an 8 inch by 8 inch square of specified metal for approval by the Engineer.

Warranty: The Manufacturer warrants that the bottle filler and accessory to be free from defects in material and workmanship under normal use for (1) year from date of installation or eighteen (18) months from date of shipment from the factory, whichever occurs first. Manufacturer's standard one year warranty shall be submitted.

Operation and Maintenance Manual: The Contractor shall furnish an Operation and Maintenance (O & M) Manual prepared in conjunction with the manufacturers of equipment in this specification. The O & M manual shall contain the following:

- 1) Description of system operation.
- 2) Troubleshooting and Repair Guide.
- 3) List of parts with their model numbers.

8.15 M.6. MEASUREMENT AND PAYMENT. For each DRINKING FOUNTAIN furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for EACH DRINKING FOUNTAIN and shall cover the cost of all labor, materials, equipment, inspection, insurance, and incidentals necessary or required to complete the work including excavation, broken stone, miscellaneous iron and steel, locking security bolts, hardware, logo decal, submittals, all components integral with the bottle filler, all plumbing work and connections to water and drain service within five (5') feet from the outside edges of the foundation, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
8.15 M	DRINKING FOUNTAIN	EACH

SECTION 8.26SAL

NEW GRANITE MASONRY WALL

8.26.1. INTENT. Under this section the Contractor shall furnish all labor, materials, plant, equipment, and necessary incidentals required to build New Granite Masonry Wall in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

8.26.2. DESCRIPTION. New Granite Masonry Wall shall be granite, as specified, and with concrete footing, unless otherwise specified or shown on the Contract Drawings. New Granite Masonry Wall shall be new.

8.26.3. SUBMITTALS.

(A) SHOP DRAWING

Submit for fabrication and installation. Show sizes, thicknesses, jointing, anchoring, connection details, support, and dimensions for each stone piece. Show in detail the construction, method of installation and attachment, and anchoring devices. Shop drawings shall clearly show the relationship to adjoining construction. Stone pieces on the shop drawings shall be numbered and the numbers shall correspond to the numbers of stone pieces delivered to the site. Show location of mortar pointed and sealant filled joints.

(B) EXPERIENCE

Prior to Commencement of Work, the Contractor shall submit the name of the stone setters he proposes to use along with their respective work history experience. The stone setter shall have a minimum of five (5) years of documented experience in building stone masonry wall.

(C) SAMPLES

Prior to purchasing or delivering any stone to the site, the Contractor shall submit small portable samples of the stone and finishes he intends to purchase for inspection and approval by the Engineer. The Engineer will select samples of stones which shall be used as the standard for type, color and texture of stone to be furnished by the Contractor for incorporation into the work. Any stone delivered to the site that is intended for use in building the wall and which does not meet with the approval of the Engineer will be rejected by the Engineer, and shall be immediately removed from the site by the Contractor.

8.26.4. MATERIALS.

(A) GRANITE

Unless otherwise specified, granite masonry wall shall be medium gray in color equal to "Deer Isle" or "Oconee" as supplied by:

1. New England Stone Industries Inc., 15 Branch Pike, Esmond, Rhode Island 02917
 2. Fletcher Granite Co., Chelmsford, Mass., Telephone No. (800) 253-8168;
 3. North Carolina Granite Co., Mt. Eire, North Carolina, Telephone No. (800) 227-6242;
- or,
4. an approved equivalent.

Granite shall match the granite being provided as **Section 4.07 CB New Granite Curb, Straight and 4.07 CC New Granite Curb, Corner**. Finish shall be thermal.

(B) MORTAR

Mortar shall be Type 1 and shall be in accordance with the requirements of **Section 3.07**. Color of sand and pigment to be added shall be subject to approval by the Engineer.

(C) CONCRETE FOOTING

Concrete shall comply with the proportion and strength requirements of **Section 3.05**, Class B-32, Type 1A. The requirements for air entrainment shall not comply.

(D) DOWEL

Dowels shall be type 304 stainless steel of the types and sizes shown on approved shop drawings.

8.26.5. METHODS.

(A) PREPARATION

Stone shall be dressed as necessary before being used. Surfaces of the stones that will be exposed to view in the final construction shall be cleaned with a commercially available prepackaged detergent and water.

Tests to determine the suitability of the proposed detergent shall be conducted on samples of the stone surface. Test areas shall be selected by the Engineer. The Contractor shall conduct the tests in the presence of the Engineer. Full scale cleaning operations shall not commence until the Engineer has approved the use of a specific detergent and the application procedures.

The Contractor shall protect all surrounding landscape and road areas as recommended by the detergent manufacturer or as required by the Engineer. The Contractor shall be responsible for repairing and restoring any damage to adjacent areas of roadway, building walls, utility facilities and private property that results from his cleaning operations. Said repairs and restoration shall be done to the satisfaction of the Engineer, at no cost to the City.

(B) EXCAVATION

Excavation shall be made to dimensions sufficient to permit the construction of stone and associated concrete and setting of stone. It shall be made to a depth of six (6") inches below the specified depth of stone and concrete, and to a width of not less than the full width of the stone and concrete. The trench shall be open to its full width and depth for a distance of not less than twenty (20') feet in advance of the setting of the wall.

(C) UNDERLYING MATERIAL

The material underlying the concrete shall be satisfactory and thoroughly compacted. If unsatisfactory, it shall be removed and replaced with acceptable material, thoroughly compacted.

(D) CONCRETE FOOTING

Shall be to dimensions shown on drawing.

The Contractor shall complete all footing construction before commencing sidewalk or adjacent curb work unless otherwise permitted by the Engineer, in writing.

All other provisions of **Subsection 4.07.4**. shall apply to the work to be done hereunder.

(E) STEEL REINFORCEMENT

Shall be in accordance with the requirements of **Section 4.14**.

(F) DOWEL

Shall be in accordance with Contract Drawings.

(G) SETTING

Granite shall be set centrally on the concrete with top at the grade shown on the grading plan, and with Type 1 mortar joints (Section 3.07 Mortar, Air-entrained Portland Cementer) not less than one-eighth (1/8") inch and not more than one-quarter (1/4") inch. Granite shall also be set on structural soil between concrete footings in accordance with **Section 4.15 SS**.

All stones shall be soundly and completely set on mortar on concrete piers. Exposed spalls and pinnars will not be accepted in the face of the wall and may be used otherwise only where necessary.

Setting shall be done by competent stone setters, in accordance with the drawings. Before being set all stone shall be clean and free of ice and frost. Unless otherwise shown, each piece shall be carefully bedded in a full bed of mortar and tapped home with a rawhide mallet or by other suitable means to a full and solid bearing. Particular care shall be exercised to equalize bed and joint openings and eliminate the need for redressing of exposed surfaces. Exposed surfaces shall be kept free of mortar at all times.

Except where otherwise specified, all joints and beds, shall be brushed clean and pointed with mortar to a flat cut joint. When thumb print hard, the joints and beds shall be tooled with a round jointer having a diameter 1/8" larger than the width of the joint.

(H) BACKFILLING

Backfilling shall be of clean earth or other approved material satisfactorily compacted.

(I) CLEANING

After being pointed the stone work shall be carefully cleaned starting at the top, removing all dirt, excess mortar, stains and other defacements. Stainless steel wire brushes or wool may be used, but the use of other wire brushes, or of acid or other solutions which may cause discoloration is expressly prohibited.

8.26.6. MEASUREMENT. The quantity of **New Granite Masonry Wall** to be measured for payment shall be the number of cubic yards of stone masonry wall or pier actually built to the satisfaction of the Engineer, measured in place.

8.26.7. PRICE TO COVER. The contract price shall be a unit price per **cubic yard** and shall cover the cost of all labor, materials, plant, equipment, inspection, insurance, and all necessary incidentals required to construct the **New Granite Masonry Wall** including, but not limited to footings, foundations, steel reinforcement, dowels, cleaning, dressing and furnishing stones, and setting stones 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
8.26 SAL	NEW GRANITE MASONRY WALL	C.Y.

SECTION 8.32**BARK CHIP MULCH**

8.32.1. WORK. Under this item the Contractor shall furnish and place bark chip mulch in accordance with the plans, specifications, and directions of the Engineer.

8.32.2. MATERIAL. Bark Chip Mulch shall be natural forest product of ninety eight percent (98%) bark containing less than two percent (2%) wood or other debris. It shall be of White or Red Fir and/or Pine bark of a uniform grade with no additives or any other treatment. Bark shall be shredded. The pH factor should range from 5.8 to 6.2.

The Contractor shall furnish a sample of the mulch, (two - one pound zip-lock bags labeled with Contractor's name and contract number), before starting work for approval by the Engineer. No mulch shall be delivered until the approval of samples by the Engineer, but such approval shall not constitute final acceptance. The Engineer reserves the right to reject on or after delivery any materials which do not, in his opinion, meet these specifications.

8.32.3. METHOD. Bark Chip Mulch shall be applied as a ground cover to the surface of all beds and tree pits after the planting is completed. Mulch shall be applied to a uniform depth and shall be so distributed as to create a smooth, level cover. Mulch shall not be placed within two (2) inches of tree and shrub stems. Plants shall not be covered.

8.32.4. MEASUREMENT. The quantity of **BARK CHIP MULCH** to be paid for under this item shall be the number of **SQUARE YARDS** actually installed at the site to the satisfaction of the Engineer.

8.32.5. PAYMENT. The unit price bid shall be per **SQUARE YARD** and shall cover the cost of all labor, materials, equipment, plant, insurance, and incidentals necessary to complete the work; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
8.32	BARK CHIP MULCH	S.Y.

SECTION 8.52**Allowance for Wayfinding Totems**

8.52.1. DESCRIPTION. Under this item, the Contractor will be required to pay to the New York City Department of Transportation (NYCDOT) Totem sign Contractor for furnishing and installing new Wayfinding Totems. NYCDOT may have separate Totem sign Contractors for furnishing and installing totems.

8.52.2. MATERIALS. (Not applicable)

8.52.3. CONSTRUCTION DETAILS. The NYCDOT Totem sign Contractor will only install Wayfinding Totems signs once the foundation (including paving tray and steel foundation plate) has been installed by the Contractor. The Contractor must pick up from NYCDOT, deliver to the project site and install the paving tray and steel foundation plate in accordance with plans, specifications and as directed by the Engineer. All costs for pick up, delivery to the project site and installation of the paving tray and steel foundation plate will be deemed to be included in all scheduled items for foundation work pertinent to Wayfinding Totems signs.

8.52.4. METHOD OF MEASUREMENT. The fixed price lump sum shown in the Bid Schedule for this item must be included in the total bid price; however, actual payment to the Contractor will be based on the actual invoices submitted by the NYCDOT TOTEM sign Contractor.

For payment of paving tray and steel foundation plates, it is agreed that all work will be based on the actual number of paving trays and steel foundation plates delivered to the project site by the Contractor to the satisfaction of the Engineer.

For payment of totems, it is agreed that all work will be based on the actual number of (Wayfinding) TOTEM SIGNS that are installed by the NYCDOT TOTEM sign contractor to the satisfaction of the Engineer.

Partial payments for materials fabricated specifically for the contract and stored at a NYCDOT facility may be made in accordance with Section 1.06.35, provided that the materials are identified, set aside, and marked as only for use on this project.

8.52.5. BASIS OF PAYMENT. The fixed sum shown in the proposal for the (Wayfinding) TOTEMS sign will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

The fixed sum payment made under this item will be equal to the sum of all invoices submitted by the NYCDOT TOTEM sign Contractor as proof of work performed for this item, as approved by the Engineer.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and must not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

The unit price will cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

No separate payment will be made for the Contractor to pick up, deliver to the project site, and install the paving tray and steel foundation plate. The cost shall be deemed to be included in all scheduled items for foundation work pertinent to wayfinding totem signs.

No separate payment will be made for furnishing and installing metal conduit, reinforcing bar, or plastic filter fabric. The cost shall be deemed to be included in all scheduled items for foundation work pertinent to wayfinding totem signs.

Payment will be made under:

Item No.	Item	Pay Unit
8.52	ALLOWANCE FOR WAYFINDING TOTEMS	F.S.

SECTION 8.52 FP

Steel Foundation Plate

8.52FP.1. INTENT. This section describes the furnishing of the Foundation Plate.

8.52FP.2. DESCRIPTION. The Steel Foundation Plate shall be embedded in the poured concrete footing to the nominal dimensions as indicated on the contract drawings and specifications.

8.52FP.3. MATERIALS. Steel Foundation Plates shall comply with the requirements of the NYC Department of Transportation (NYCDOT) Standard Highway Specifications **Sections 2.35, Structural Steel** and shall be galvanized in accordance with **Section 2.34**. Steel foundation plates must be procured from the NYCDOT Totem Contractor, as specified in **Section 8.52**.

8.52FP.4. PRICE TO COVER. No separate payment will be made for steel foundation plates, which will be paid for under item 8.52.

SECTION 8.52 PT**Paving Tray**

8.52PT.1. INTENT. This section describes the furnishing of the ground level paving tray.

8.52PT.2. DESCRIPTION. Fabricated steel plate frame, angle and flat textured cover plate assembly, configured and to nominal dimensions as indicated on the contract drawings and specifications. Paving trays must be procured from the NYCDOT Totem Contractor, as specified in **Section 8.52**.

Paving Tray Dimensions

Type	Item	Length	Width
A	Paving Tray (Pathway Totem)	1'-7¼"	8½"
B	Paving Tray (Area Totem)	2'-11¼"	8½"
C	Paving Tray (Neighborhood Totem)	4'-3¼"	8½"
D	Paving Tray (SBS Sign)	2'-1½ "	8½"

8.52FP.3. PRICE TO COVER. No separate payment will be made for the Paving Trays, which will be paid for under item 8.52.

SECTION 8.52 WSF**Wayfinding Sign Footing**

8.52 WSF.1. INTENT. Under this section, the Contractor must furnish concrete footing for the wayfinding sign and all necessary incidentals in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

8.52 WSF.2 MATERIALS.

(A) Saw cut must be done in accordance with **Section 6.55** and price must be deemed included in the price of this item.

(B) Excavation must be done in accordance with **Section 6.02** and its **Item No. 6.02 AAN** and price must be deemed included in the price of this item.

Special care excavation must be done in accordance with **Section 8.02** and **Item No. 8.02 A** and must be paid accordingly under its respective pay item number in the BID SCHEDULE.

(C) Concrete must meet with the requirements of **Section 3.05, Concrete**, and be of the class, type and mixing specified and concrete footing will be done in accordance with **Section 4.06**; price must be deemed included in the price of this item.

Subbase material must be of the type, grade, size number and nominal size specified and must be done in accordance with **Section 6.67**; Type MATERIAL B, price must be deemed included in the price for this item.

(D) Concrete reinforcement must comply with the requirements of the following sections:
Steel Bars--**Section 2.23**. Kind of reinforcement, size and placement must be as specified and as shown on Contract Drawings. Reinforcement must be installed in accordance with the requirements of **Section 4.14** and price is deemed included in the price of this item.

(E) Joint Sealer and pre-molded joint filler as shown on Contract Drawings must comply with the requirements of **Section 2.22** and **Section 2.15** respectively. The type of sealer and filler shall be as specified and shown on Contract Drawings and price is deemed included in the price of this item.

(F) Anchor Bolt ASTM A240, Grade 304, ½" dia., to be drilled and installed with epoxy filler as shown on Contract Drawings or as directed by the Engineer.

(G) Galvanized Steel Footing Plate to be installed as per Contract Drawings and **Section 8.52 FP**, cost of installation is deemed included in the price of this item. Furnishing of this plate must be made under **Section 8.52**.

Paving tray and temporary cover plate to be installed as per drawing and **Section 8.52 PT**, cost of installation is deemed included in the price of this item. Furnishing paving tray and temporary cover plate must be made under **Section 8.52**.

Galvanized rigid metal conduit, where required, must be in accordance with Chapter 5 of NYCDOT Specifications Systems Engineering Specifications for the Installation of Conduit, Duct and Bends (June 2018) or HDPE pipe, schedule 40, in accordance with **Subsection C5.2.1** of NYCDOT Specifications for Traffic Signals and ITS systems (June 2018); as directed by the Engineer and as shown in the drawings.

Plastic Filter fabric must be done in accordance with **Section 6.68** and price must be deemed included in the price of this item.

8.52 WSF.3. DESIGN AND CONSTRUCTION OF FORMS

Forms must accurately conform to the shape, lines and dimensions of the footing for which they are required, be substantial and sufficiently tight to prevent leakage of mortar, and have, unless otherwise specified by the Engineer, moldings or chamfer strips at angles. They must be of adequate strength and be braced or tied together with approved ties and spacers, to maintain position and shape, and to insure the safety of workmen and passersby, be clean and free from sawdust, chips, dirt, ice and other objectionable materials. Forms must present smooth, true surfaces to the concrete placed against them, having temporary openings where necessary, to facilitate cleaning and inspection immediately before concrete is deposited. Forms must be coated with non-staining oil before the reinforcement is placed, or be wetted except in freezing weather.

8.52 WSF.4. MEASUREMENT. The quantity measured for payment shall be the number of footings of type specified, installed in accordance with the Contract Drawings, the specifications and to the satisfaction of the Engineer.

8.52 WSF.5 BASIS OF PAYMENT. The contract price for each way finding sign footing of the type specified must cover the cost of labor, materials, equipment, insurance, and incidentals required to construct respective wayfinding footings, including but not limited to, the furnishing and incorporation of all concrete; reinforcement; curing; finishing; samples; testing equipment and facilities for testing; all, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of all items referenced in this Section, with the exception of Items 4.13 AAS, 6.05 DP and 8.02 A, must be deemed included in the contract price of wayfinding sign footings of type specified.

Payment will be made under:

Item No.	Item	Pay Unit
8.52 WSF-A	WAYFINDING SIGN FOOTING TYPE A	EACH
8.52 WSF-B	WAYFINDING SIGN FOOTING TYPE B	EACH
8.52 WSF-C	WAYFINDING SIGN FOOTING TYPE C	EACH
8.52 WSF-D	WAYFINDING SIGN FOOTING TYPE D	EACH

ITEM 637.9520

FIELD INFORMATION MANAGEMENT SYSTEM

637.9520.1. DESCRIPTION:

This work shall consist of providing a fully operational field information collection and management system and support services.

637.9520.2. MATERIALS:

The field information management system shall include all the components, and adhere to, the specifications in Attachment A attached to this specification.

The Contractor is required to have the vendor of the field information management system on call for support services for the duration of the contract.

637.9520.3. CONSTRUCTION DETAILS:

The Contractor shall provide and maintain a field information management system with access made available to parties as designated by the Engineer. The Contractor shall make the system fully operational, including training, prior to the project first working day.

The system shall be maintained and remain in service until either: (a) the Engineer requests its removal in writing, (b) the NYCDOT relinquishes the Engineer's field office and the field information management system is relinquished as part of the Engineer's field office, or (c) the later of either thirty (30) days after the final contract acceptance date or thirty (30) days after the date the Contractor provided the last documentation necessary for processing the final contract acceptance.

Ownership of the software supplied by the Contractor shall remain the property of New York City Department of Transportation (NYCDOT). All data is the property of NYCDOT and shall be provided in a useable format at the completion of the contract.

The Contractor shall maintain the information management system vendor account in good standing to prevent service interruptions for the duration of the project.

637.9520.4. METHOD OF MEASUREMENT:

The field information management system will be measured on a fixed price Dollar Cents pay unit basis.

637.9520.5. BASIS OF PAYMENT:

The pay item is a 'draw down' item. As materials are supplied, the receipts for the materials shall be submitted to the Engineer (Note: 'materials' includes all software, software customizations, labor, services, and service contracts provided to furnish and maintain all of the components of the system). The Contractor will be reimbursed for receipted costs of materials plus five percent (5%) for profit and overhead.

The total cost shown in the itemized proposal for this pay item will be considered the price bid even though payment will be made only for actual materials supplied, with profit and overhead. The unit price amount is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded, and the original price will be used to determine the total amount bid for the contract.

Payment will be made under:

Item No.	Item	Pay Unit
637.9520	FIELD INFORMATION MANAGEMENT SYSTEM	F.S.

ITEM 637.9520 – FIELD INFORMATION MANAGEMENT SYSTEM

ATTACHMENT A

This pay item shall include supplying a cloud based field information management system with the following capabilities.

ACCESS

- Accessible from any internet connected desktop and laptop through a vendor supported browser
- Accessible from vendor supported mobile tablets (ex. Apple iPad)

SYSTEM FUNCTIONALITY

The system will provide the following functionality in real time to all authorized users:

- Field Recording
 - Work Report (Inspector Reports) progress tracking quantity, labor, equipment, field sketches, forms, etc.
 - Engineer Reports (EIC Journals) with automatically integrated Work Reports
 - Punch List Issue tracking with Ball In Court, Priority and Due Date assignment
- Cost Control
 - Generate Payment Estimate (Progress Payment) with thresholds to warn Engineer of the following payment scenarios: Quantity Over Authorized Quantity, Quantity Over Material Acceptance Restriction, Charge to Contractor Recorded, Force Account Estimate limit, Field Change Payment Recorded, Major Item Over Run, Minor Item Over Run and Material Partial Payment Recorded
 - Material Acceptance Tracking Module
 - Material Partial Payment (MOH/Stockpile) Module
 - Contract Change Order Module
 - Field Change Payment Tracking
 - DBE Tracking
 - Retainage Tracking
 - Provide electronic data input into NYSDOT CEES system
 - Project Close Out Milestone tracking and CEES based Close Out Reports
 - CEES based Reporting Module
- Document Control (all with Ball in Court, Priority, Due Date and electronic notifications for electronic communication between project participants)
 - Request For Information (RFI) Module
 - Submittal Module
 - Submittal Package Module
 - Transmittal Module
 - Meeting Minutes Module
 - Messages Module
 - File Cabinet for storage of (Photos, Videos, Forms, Contract Documents, Specifications and all project files)
 - Ability to electronically load files into File Cabinet via upload and/or email into from web based email systems

- Plan Module. (Ability to view, organize and submit/approve original & marked up plans)
- Scheduling
 - Display current approved CMP schedule
 - Ability to record activities against CPM schedule
 - Ability to export actual activities used information into Scheduling Software
- Archive. Provide automated conversion of Project records into text selectable PDF files organized into standard folder structure for storage and/or printing
- Provide continual (when and wherever wireless service is reasonably available) two-way synchronization between all components of the system
 - Provide offline option for vendor approved mobile device
- Integrated Search Module
- Support/Help Module

DATA REQUIREMENTS

The following information is required for Project Set Up

- Searchable Contract Plans and Proposal
- Searchable Standard Specifications
- Searchable common Data Resources (MURK Manuals, Standard Sheets, Engineering Instructions, etc.)
- Initial CPM Schedule
- Field User Forms

DATA STORAGE /TRANSFER

- Data shall be stored and maintained on a cloud based server with regular secondary location backups
- Continual access to system shall be available from the office and field office shall be provided (via internet)
- Raw data will be made available to NYCDOT through provided API
- All data shall be transferred to NYCDOT in a useable electronic format at the end of the contract

MAINTENANCE /SERVICE

- Any as-needed maintenance/service/upgrades shall be provided in a timely manner
- Software is able to be customized for NYCDOT direction

TRAINING

- In-person training on the use of the systems shall be provided
- Continuous help call support also shall be available for the duration of the contract
- Training and support services shall be performed by a qualified representative from the field information management system vendor

SECTION E 260500

COMMON WORK RESULTS FOR ELECTRICAL (NOT A BID ITEM)

E 260500.1. INTENT

This Section includes the following

- 1) Electrical equipment coordination and installation.
- 2) Sleeves for raceways and cables.
- 3) Sleeve seals.
- 4) Grout.
- 5) Common electrical installation requirements.

E 260500.2. RELATED WORK AND REQUIREMENTS

The following requirements are included in this Section to expand the requirements specified in the General Conditions of the NYCDOT Standard Highway Specifications.

E 260500.3. DEFINITIONS

EPDM: Ethylene-propylene-diene terpolymer rubber.

E 260500.4. SUBMITTALS

Product Data: For sleeve seals.

E 260500.5. COORDINATION

- A) Coordinate arrangement, mounting, and support of electrical equipment:
 - 1) Coordinate with Transit Authority and Engineer to confirm fare machine location.
 - 2) Coordinate with Transit Authority and Engineer to confirm when electrical feeds are to be energized and de-energized.
 - 3) To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 4) To allow right of way for piping and conduit installed at required slope.
 - 5) So connecting raceways, cables, and wireways, will be clear of obstructions and of the working and access space of other equipment.
- B) Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, walls, and other structural components as they are constructed.

E 260500.6. MATERIALS

A) SLEEVES FOR RACEWAYS AND CABLES

- 1) Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

- 2) Sleeves for Rectangular Openings: Galvanized sheet steel. Minimum Metal Thickness:
 - a) For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness must be 0.052 inch (1.3 mm).
 - b) For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness must be 0.138 inch (3.5 mm).

B) SLEEVE SEALS

- 1) Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - a) Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - i) Advance Products & Systems, Inc.
 - ii) Calpico, Inc.
 - iii) Metraflex Co.
 - iv) Pipeline Seal and Insulator, Inc.
 - b) Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - c) Pressure Plates: Stainless steel. Include two for each sealing element.
 - d) Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

C) GROUT

- 1) Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

E 260500.7. METHODS

A) COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- 1) Comply with NECA 1-210 Standard Practice of Good Workmanship in Electrical Construction.
- 2) Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- 3) Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- 4) Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

- 5) Right of Way: Give to piping systems installed at a required slope.

B) SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- 1) Electrical penetrations occur when raceways, cables, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- 2) Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- 3) Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- 4) Cut sleeves to length for mounting flush with both surfaces of walls.
- 5) Extend sleeves installed in floors 2 inches above finished floor level.
- 6) Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- 7) Seal space outside of sleeves with grout for penetrations of concrete and masonry
- 8) Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- 9) Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- 10) Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

C) SLEEVE-SEAL INSTALLATION

- 1) Install to seal exterior wall penetrations.
- 2) Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

E 260500.8. MEASUREMENT AND PAYMENT

No separate payments will be made for this work. Any work completed under this section must be deemed included in the unit price bid for all electrical items.

SECTION E 260533

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1- GENERAL

1.1 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.2 DEFINITIONS

- A. LFMC: Liquid tight flexible metal conduit.

1.3 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in New York City Electrical Code, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with New York City Electrical Code.

PART 2- PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. PVC-Coated Rigid Steel Conduit:
 - 1. Rigid Steel Conduit: ANSI C80.1.
 - 2. PVC coating shall comply with NEMA RN 1 with minimum 0.040 inch thickness.
- B. LFMC: Flexible steel conduit with PVC jacket.

- C. Joint Compound for Rigid Metal Conduit: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.
- D. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
 - 1. PVC Coated Rigid Steel Conduit:
 - a. Thomas & Betts
 - b. Rob Roy
 - c. Perma-Cote
 - d. Kor-Kap
 - Or an approved equivalent
 - 2. LFMC:
 - a. AFC Cable Systems, Inc.
 - b. Alflec Inc.
 - c. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - d. Electri-Flex Co.
 - e. Wheatland Tube Company.
 - Or an approved equivalent

2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.
 - 4. Hoffman.
 - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 - 6. O-Z/Gedney; a unit of General Signal.
 - 7. RACO; a Hubbell Company.
 - 8. Robroy Industries, Inc.; Enclosure Division.
 - 9. Scott Fetzer Co.; Adalet Division.
 - 10. Spring City Electrical Manufacturing Company.
 - 11. Thomas & Betts Corporation.
 - 12. Walker Systems, Inc.; Wiremold Company (The).
 - 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
 - 14. Or an approved equivalent.
- B. Sheet Metal Outlet and Device Boxes: National Electrical Manufacturers Association: (NEMA) OS 1.
- C. Metal Floor Boxes: Cast or sheet metal, fully adjustable, rectangular.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

- E. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- F. Hinged-Cover Enclosures: NEMA 250, Type 4X, with continuous-hinge cover with flush vandal resistant latch, unless otherwise indicated.
 - 1. Metal Enclosures: Type A316L Stainless Steel.

2.3 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. Description: Comply with Society of Cable Telecommunications Engineers (CTE)

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- 1. Color of Frame and Cover: Gray in hardscaped areas and Green in landscaped areas.
- 2. Configuration: Units shall be designed for flush burial and have open bottom, unless otherwise indicated.
- 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
- 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- 5. Cover Legend: Molded lettering, as indicated for each service.
- 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
- 7. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

- A. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel or fiberglass or a combination of the two.

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.
 - e. Or an approved equivalent.

- B. Electrical service property line splice box shall be provided per Con Ed Standard EO-6210-B Rev. 23.

PART 3—EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

- 1. Exposed Conduit: Rigid steel conduit.

2. Concealed Conduit, Aboveground: Rigid steel conduit.
 3. Underground Conduit: Rigid steel conduit, direct buried.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 4X.
- B. Minimum Raceway Size: 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.2 INSTALLATION

- A. Comply with National Electrical Contractors Association 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- F. Conceal conduit, unless otherwise indicated.
- G. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- H. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- I. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- J. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:
 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.

2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- K. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
1. Where required by New York City Electrical Code.
- L. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- M. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- N. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom for pipe less than 6 inches in nominal diameter.
 2. Install backfill.
 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamps backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.
 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

5. Warning Planks: Bury warning planks approximately 12 inches above direct buried conduits, placing them 24 inches O.C. Align planks along the width and along the centerline of conduit.

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to paint finishes with matching touchup coating recommended by manufacturer.
 3. Repair damage to PVC coating as recommended by manufacturer.

PART 4- MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of Metal Conduit and Tubing to be paid for under Items E 260533 AA, E 260533 AC, E 260533 AE, and E 260533AF shall be the actual number of linear feet of Metal Conduit and Tubing installed to complete the work, to the satisfaction of the Engineer.
- B. The quantity of Boxes, Enclosures, and Cabinets to be paid for under Items E 260533 BA and E 260533 BB shall be the actual number of

Boxes, Enclosures, and Cabinets installed to complete the work, to the satisfaction of the Engineer.

- C. The quantity of Handholes and Boxes for Exterior Underground Wiring to be paid for under Item E 260533 CA, and E 260533 CD shall be the actual number of Handholes or Boxes for Exterior Underground Wiring installed to complete the work, to the satisfaction of the Engineer.

4.2 PRICES TO COVER

- A. The unit price bid per linear foot of Metal Conduit and Tubing, under Item E 260533

AA, E 260533 AC, E 260533 AE, and E 260533AF shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, excavation and backfill, furnishing and placing all Metal Conduit and Tubing, all associated connectors and splices, and joint compound, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

- B. The unit price bid per each Enclosure, under Items E 260533 BA and E 260533 BB shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and installing the Enclosure, steel anchor bolts (as specified by the manufacturer), and excavation and backfill unless otherwise indicated on the plans, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

- C. The unit price bid per each Handholes and Boxes for Exterior Underground Wiring, under Item E 260533 CA, and E 260533 CD shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, excavation and backfill, furnishing and placing the Handholes and Boxes for Exterior Underground Wiring, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Item No.	Item	Pay Unit
E 260533 AA	METAL CONDUIT AND TUBING (1" PVC COATED RIGID STEEL CONDUIT)	L.F.
E 260533 AC	METAL CONDUIT AND TUBING (2" PVC COATED RIGID STEEL CONDUIT)	L.F.
E 260533 AE	METAL CONDUIT AND TUBING (3" PVC COATED RIGID STEEL CONDUIT)	L.F.
E 260533 AF	METAL CONDUIT AND TUBING (4" PVC COATED RIGID STEEL CONDUIT)	L.F.

E 260533 BA	LOCKABLE STAINLESS STEEL ENCLOSURE FOR UTILITY SERVICE AND DISTRIBUTION PANEL	EACH
E 260533 BB	EVENT BOX OUTLETS ENCLOSURE	EACH
E 260533 CA	HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	EACH
E 260533 CD	CON EDISON PROPERTY LINE SPLICE BOX	EACH

SECTION HW-900H
Allowance for City Work Acceleration

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

- A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which shall be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
- B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
- C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work shall be paid for under this item in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

SPECIFICATION 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.
- h. 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.

SPECIFICATION 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.

SPECIFICATION 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:

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

SPECIFICATION SECTION NYCT - 7A – Membrane Waterproofing

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.
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.

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).

SPECIFICATION SECTION NYCT - 7A – Membrane Waterproofing

- 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.

SPECIFICATION SECTION NYCT - 7A – Membrane Waterproofing

- 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 plies.
- 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.

SPECIFICATION SECTION NYCT - 7A – Membrane 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.
- 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.

SPECIFICATION SECTION NYCT - 7A – Membrane Waterproofing

- 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.
- e. 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.
- f. 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 no separate payment.

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.

Payment will be made under:

Item No.	Description	Pay Unit
NYCT- 7A.1	Membrane Waterproofing	S.F.
NYCT- 7A.2	Waterproofing Protection Board	S.F.

SECTION PK-12A**WATER TAP, 1" DIAMETER**

PK-12A.1. WORK. Under this Item, the Contractor shall obtain permits from the New York City Department of Environmental Protection, and install water tap(s) of the size(s) specified at existing New York City water mains where shown on the plans.

PK-12A.2. PERMIT. The Contractor shall employ a licensed Certified Master Plumber to obtain a permit from the New York City Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection, Tapping Division, hereinafter referred to as D.E.P.

PK-12A.3. MATERIALS & EXECUTION. The Contractor shall notify the Engineer and the D.E.P. three (3) days prior to intended date of work. All sawcutting, excavation, installation of water tap, and restoration of street pavement (where applicable) shall be performed in accordance with D.E.P. and New York City Department of Transportation requirements.

Included under this item, the Contractor shall abandon, disconnect, cap (under Item PK-124), or plug any existing water service from the existing water main in accordance with the regulations of the Bureau of Water Supply, whether or not the existing service is in approximately the same location as the new water service, wet connection, or water tap.

All materials necessary for the installation of the tap(s) will be furnished by the D.E.P. and shall be paid for by the Contractor.

PK-12A.4. MEASUREMENT AND PAYMENT. The quantity of WATER TAP to be paid for shall be the number of Water Taps installed to the satisfaction of the Engineer.

The price bid shall be a unit price for EACH tap and shall cover the cost of all labor, materials, equipment, insurance, inspection, and incidental expenses, including, but not limited to, disconnection and abandonment of the existing wet connection or water/tap, the cost of permits and the amounts paid to the D.E.P. necessary to complete the work in accordance with the plans, the specifications and directions of the Engineer.

Excavation, Sawcutting, and Restoration of Street Pavement (where applicable) will be paid separately under the appropriately scheduled items.

Payment will be made under:

Item No.	Description	Pay Unit
PK-12A	WATER TAP, 1" DIAMETER	EACH

SECTION PK-13

TYPE K COPPER TUBING

PK-13.1. DESCRIPTION. Under this section, the Contractor shall furnish, install and connect the water service pipe of the size shown in accordance with the Contract Drawings, the specifications and directions of the Engineer.

PK-13.2. MATERIALS.

(A) PIPE

The water service pipe shall be rigid hard temper type 'K' copper tubing in straight lengths meeting the specification for ASTM designation No. B 88.

(B) FITTINGS

Fittings shall be approved wrought copper and bronze solder - joint pressure fittings (ANSI B 16.22), Di-Electric fittings as required.

(C) JOINTS

Joints shall be made by soldering, using 95-5 tin antimony solder. From the curb valve to the water tap, joints shall be of the "flared" type.

PK-13.3. METHODS.

(A) INSTALLATION

1. The pipe shall be laid true to line and grade with a cover as indicated on the Contract Drawings or as directed by the Engineer.
2. When the foundation is good firm earth, the earth shall be pared or molded to give a full support and if necessary a layer of fine sand or other suitable material should be placed. The same means of securing firm foundation shall be adopted in case the excavation has been made deeper than necessary, in which case the Contractor shall furnish the gravel at his own expense.
3. Where the bottom of the trench is in rock, fresh fill, soil of low bearing power or other situations where special foundations are required, the Contractor shall provide such foundation in accordance with the written order of the Engineer. The work shall be paid for at the unit prices bid for the materials used in the work.

(B) TESTING

1. The Contractor shall not backfill over any pipe until ordered by the Engineer.
2. The pipe system shall be tight and show no leaks when filled with water, sealed and subjected to an internal hydrostatic pressure of 100 psi for thirty minutes.
3. Temporary caps shall be placed where required to permit making the tests where valves are not available.
4. The tests shall be made in the presence of the Engineer or his representative.

PK-13.4. MEASUREMENT. The quantity of Type K Copper Tubing to be paid for under this item shall be the number of linear feet (laying length) of each size tubing incorporated in the work to the satisfaction of the Engineer, measured along the centerline of the tubing.

PK-13.5. PRICE TO COVER. The contract price per linear foot for each size Type K Copper Tubing shall cover the cost of all labor, materials, plant, equipment, insurance, inspection, and incidental expenses necessary to complete the work including, but not limited to, excavation and backfilling to grade, furnishing and installing tubing, fittings, insulation where applicable, and fine gravel; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost for Water Tap will be paid separately under Item PK-12A.

Payment will be made under:

Item No.	Description	Pay Unit
PK-13D	TYPE K COPPER TUBING, 1" DIAMETER	L.F.
PK-13F	TYPE K COPPER TUBING, 2" DIAMETER	L.F.

SECTION PK-14C1

CURB VALVE - 1" DIAMETER

PK-14C1.1. WORK. Under this Item, the Contractor shall furnish and install CURB GATE VALVES of the size shown on the plans, in strict accordance with the plans, specifications, and directions of the Engineer.

PK-14C1.2. SHOP DRAWINGS. The Contractor shall submit catalog cuts of the curb gate valve for approval.

PK-14C1.3. VALVES. Valves shall be Stockham No. B-130 with bronze body, bronze bonnet, inside screw, non-rising stem, solid wedge disk, and threaded ends, or approved equivalent.

PK-14C1.4. OPERATING KEY. An approved operating key of proper size for each valve shall be furnished by the Contractor. However, the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the Contract. For valves 2" diameter, the operating key shall be Stockham No. 1V437, or approved equivalent.

PK-14C1.5. MEASUREMENT. The quantity of CURB GATE VALVE to be paid for under this Item shall be the number of valves of each size, furnished and installed in accordance with the Contract Drawings, specifications, and to the satisfaction of the Engineer.

PK-14C1.6. PRICE TO COVER. The price bid shall be a unit price for EACH Curb Gate Valve of Each Size, and shall cover the cost of all labor, materials, plant, equipment, insurance, inspection, and other incidentals necessary to complete the Work in accordance with the Contract Drawing the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
PK-14C1	CURB VALVE, 1" DIA.	EACH

SECTION PK-17

CAST IRON VALVE BOX, 5-1/4" DIAMETER

PK-17.1. DESCRIPTION. Under this section, the Contractor shall furnish and install Cast Iron Valve Box, 5-1/4" Diameter in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

PK-17.2. SUBMITTALS. The Contractor shall submit Shop Drawings of the valve box, in accordance with the requirements of NYC Department of Transportation, Standard Highway Specifications, **Section 1.06.13** for Engineer's approval.

PK-17.3. MATERIALS.

(A) BOX

5-1/4" diameter valve boxes shall be Bingham & Taylor Fig. No. 4908 with a Fig No. 4904-L locking cover, or approved type manufactured by Star Pipe Products, Houston, TX; Tyler Utilities Division, Tyler, TX; or approved equivalent.

(B) COVER

The cover shall have the designation "WATER" cast thereon.

(C) BRICK

The brick shall be made from clay or shale, well burned, of a quality approved by the Engineer.

(D) MORTAR

The mortar shall be composed of one part Portland Cement and two parts sand.

(E) BROKEN STONE

The broken stone shall be clean broken traprock, or other approved stone, all of which shall pass a one-inch square opening screen and retained on a 5/8 inch square opening screen.

PK-17.4. METHODS.

(A) INSTALLATION

1. **Setting:** The valve boxes shall be set plumb, as shown on the plans, on a footing of brick laid in cement mortar, supported on a foundation of broken stone.
2. The box shall extend within the limits called for on the plans.

PK-17.5. MEASUREMENT. The quantity to be measured for payment shall be the number of Cast Iron Valve Boxes, 5-1/4" Diameter, installed on site to the satisfaction of the Engineer.

PK-17.6. PRICE TO COVER. The contract price bid shall be a unit price per each Cast Iron Valve Box and shall cover the cost of all labor, materials, plant, equipment, insurance, inspection, and incidentals necessary to complete the work including, but not limited to, excavation and

restoration, and furnishing and placing brick and broken stone setting bed; 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
PK-17	CAST IRON VALVE BOX, 5-1/4" DIAMETER	EACH

SECTION PK-34

COMPOST - TRUCK MEASURE

PK-34.1. WORK. Under this Section, the Contractor shall furnish, spread, and incorporate **COMPOST – TRUCK MEASURE** in accordance with the plans and specifications, to the satisfaction of the Engineer.

PK-34.2. MATERIALS. Compost shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, composted leaves that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty five (25%) to a maximum of fifty percent (50%) organic material.

Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or Agresoil compost by Agresource, Inc. Amesbury, MA or approved equal.

Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See www.nyc.gov/sanitation or www.nyccompost.org for pick-up sites.

Organic biosolids are not acceptable under this specification.

PK-34.3. SUBMITTAL. All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, General Conditions, Section 1.06.31.

The Contractor shall submit samples of compost for the approval of the Engineer. The Contractor, at the direction and discretion of the Engineer, shall furnish a certified report of an approved analytical chemist showing the mechanical and chemical analysis of representative samples of the compost they propose to use. All samples are to be taken by the Engineer and delivered to the Laboratory. The price bid shall include laboratory and inspection charges.

No compost shall be delivered until the approval of samples by the Engineer, but such approval does not constitute final acceptance. The Engineer reserves the right to reject, on or after delivery, any material which does not, in their opinion, meet these specifications. When compost is stored on the job, it shall be done as directed by the Engineer.

PK-34.4. METHOD. After all areas to be seeded, sodded or planted have been fine graded to their compacted depth as per the seed, sod or planting specification, compost shall be spread over these areas at the rate of one inch (1") over the spread topsoil. Thoroughly incorporate the compost into the top five inches (5") of the soil by rototilling.

When compost has been thoroughly incorporated, the soil shall be tested for pH and limestone added if needed per testing lab recommendation. Application of additional soil fertilizers and amendments shall be incorporated in the soil as suggested per the testing lab recommendations.

PK-34.5. MEASUREMENT AND PAYMENT. The quantity of **COMPOST - TRUCK MEASURE** to be paid for under this Item shall be the number of **CUBIC YARDS** furnished in accordance with the Contract Drawings and specifications, to the satisfaction of the Engineer. The compost shall be measured in trucks by the Engineer at the point of delivery.

The price bid shall be a unit price per **CUBIC YARD** of Compost and shall cover the cost of all labor, materials, plant, equipment, insurance, inspection, and incidental necessary or required to furnish, spread, and incorporate compost and all other work incidental thereto, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

No separate payment will be made for limestone, soil fertilizers, or amendments.

Payment will be made under:

Item No.	Description	Pay Unit
PK-34	COMPOST – TRUCK MEASURE	C.Y.

SECTION PK-124**CAP WATER LINE**

PK-124.1. WORK. Under this item, the Contractor shall **CAP WATER LINE** in accordance with the plans, specifications, and directions of the Engineer. All work shall be done in accordance with the Department of Environmental Protection, Bureau of Water Supply specifications and requirements.

PK-124.2. MATERIALS. The cap shall be threaded and of the same material as the pipe which is to be capped.

PK-124.3. MEASUREMENT AND PAYMENT. The quantity of **CAP WATER LINE** to be paid for under this item shall be the number of water lines capped to the satisfaction of the Engineer.

The price bid shall be a unit price for **EACH** water line capped and shall cover the cost of all labor, materials, equipment, insurance, inspection, and any other incidental expenses necessary to complete the work, including but not limited to the threading of existing water lines, if required; all in accordance with the plans, the specifications and directions of the Engineer.

Excavation and ground surface restoration will be paid for under their respective items.

Payment will be made under:

Item No.	Description	Pay Unit
PK-124	CAP WATER LINE	EACH

SECTION PK-162 C

DOUBLE CHECK VALVE ASSEMBLY & WATER METER WITH REMOTE READER & ENCLOSURE - 1" DIAMETER

PK-162 C.1. INTENT. Under this section the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install a Double Check Valve (DCV) Valve Assembly and Water Meter, with remote reader, in a below ground concrete enclosure; including, but not limited to, all excavation, backfill, pipe, fittings, valves, strainer, supports, enclosure, and other appurtenances necessary to complete plumbing work and provide cross connection protection to a new drinking fountain; all in accordance with the plans, the specifications and directions of the Engineer, and in compliance with all rules, regulations and requirements of all regulatory agencies having jurisdiction.

PK-162 C.2. SUBMITTALS. Submittals shall be submitted in accordance with the requirements of the **General Conditions, Section 1.06.13**, of the NYCDOT Standard Highway Specifications.

(A) SHOP DRAWINGS

The Contractor shall submit Shop Drawings of the entire assembly, in accordance with the requirements of the **General Conditions, Section 1.06.13**, of the NYCDOT Standard Highway Specifications. A shop drawing is required to show installation of the complete Double Check Valve and Water Meter Assembly and Enclosure.

(B) CATALOG CUTS

The Contractor shall submit Catalog Cuts of the Double Check Valve, Enclosure and all connected piping for Engineer's approval prior to installation.

(C) CERTIFICATIONS:

The Contractor shall be responsible for obtaining all certifications necessary to comply with the NYC Bureau of Water Supply & Wastewater Collection, Cross Connection Control Unit and the NYS Dept. of Health regulations for DCV (after installation), including Certification by Backflow Prevention Device Tester; Certification of Master Plumber responsible for the DCV installation, and a Professional Engineer's or Registered Architect's Certification that the installation is in accordance with the approved Plans. The Contractor shall prepare and submit copies of N.Y.S. Department of Health (D.O.H.) Form Gen. 215B to the NYS Dept. of Health and NYC Cross Connection Control Unit of the Bureau of Water Supply & Wastewater Collection. The Engineer shall receive copies in triplicate of all such submittals. The NYCDDC Design Division; Infrastructure Section shall be copied on all such submittals. In summation, the Contractor shall be held completely responsible to ensure that all work is in compliance with N.Y.S. D.O.H., Form Gen. 215B.

PK-162 C.3. MATERIALS. All materials shall be high quality, industry standard and capable of meeting the performance requirements stated herein. All "or approved equivalent" proposals will be reviewed by the Engineer for acceptability. Submittal of "or approved equivalent" specifications does not guarantee acceptance of the product. All product acceptances will be made in writing.

All materials throughout the system shall be new and in perfect condition, made from corrosion-resistant materials when subjected to weather conditions, and supplied from an "authorized" dealer servicing the Metropolitan New York area, in order to assure prompt warranty repair and/or

replacement. After award of the Contract, and prior to beginning the work, the Contractor shall submit for approval two copies of the complete list of materials which he proposes to furnish and install, along with quantities of materials and equipment that are need. No deviations from the specifications will be allowed.

(A) CONCRETE

Concrete for the enclosure shall comply with **Section 3.05** of the NYCDOT Standard Highway Specifications, except that compressive strength shall be 5,000 psi at 28 days. All precast concrete shall have a honed finish and have shiplap of keyed joints. The precast concrete shall be well cured. The cement and aggregate shall be thoroughly mixed in a proportion of one (1) part Portland cement to not over six (6) or less than four (4) parts of aggregate. The aggregate, fine and course, shall conform to ASTM C-33. Aggregate shall be free of all deleterious substances which cause reactivity with oxidized hydrogen sulfides. Aggregate shall be graded to produce a homogenous concrete mix. The roof slab for the enclosure shall be designed for a HS-20 vehicle loading. Concrete enclosure shall include ladder rungs and all pertinent embedded hardware.

(B) DOUBLE CHECK VALVE FOR DRINKING FOUNTAIN:

One (1") inch double check valve (DCV) for drinking fountain protection shall be manufactured by one of the following manufacturers, or an approved equivalent:

1. Model 350XL as manufactured by Wilkins, 1747 Commerce Way, Paso Robles, CA 93446
2. Model 850 by Febco, 4381 N. Brawley Ave, Suite 102, Fresno, CA, 93722-3919
3. Watts, 815 Chestnut Street, North Andover, MA 01845-6098 or approved equivalent.

The DCV shall meet the requirements of NYSDOH, NYCDEP, American Society of Sanitary Engineers (ASSE) Standard 1013 & the American Water Works Association (AWWA) Standard Code 506-78.

Precast Concrete Structures: The enclosure for the DCV and water meter shall be as manufactured by Coastal Pipeline Products, Inc., Calverton, NY or approved equivalent.

Reinforcement: Steel reinforcement shall conform to the provisions of the NYCDDC standard items for "Steel Bar Reinforcement" and "Steel Fabric Reinforcement". Contractor's Professional Engineer licensed in the State of New York shall design reinforcing based upon design loadings and provide signed and sealed calculations supporting the design.

Ladder Rungs: Ladder rungs for the vault structure shall be constructed of copolymer polypropylene plastic, as manufactured by M.A. Industries, Peachtree City, Ga., or approved equal.

Broken Stone: Broken stone foundation shall be clean broken traprock, or other approved stone, all of which shall pass a one (1") inch square opening screen and retained on a five-eighths (5/8") inch square opening screen.

Filter Fabric: The broken stone foundation shall be surrounded by a layer for non-woven geotextile filter fabric, N-Series as manufactured by Mirafi/ Tencate or approved equivalent.

Access Door: Access door shall be 36" x 36" size, heavy duty (HS20 loading) high security color (brown) anodized aluminum access doors such as Bilco Type SM, JustSet Doors, as manufactured by Pennsylvania Insert Corp., Spring City, PA, or approved equivalent.

Frame shall have integral drain channel, anchor flanges, and neoprene gasket. A one-and-one half inch drain (1 1/2") coupling shall be located on the corner of the frame. Operation shall be spring assisted for easy operation. A hold open arm shall automatically lock the door in the 90 degrees position. Hinge shall be heavy forged brass with a stainless steel pin. Door shall be provided with two locks. Lock shall be "Ford" lifter worm lock with waterworks bronze pentagonal bolt type "LL". All hardware shall be zinc or cadmium plated. 1-1/2" schedule 40, pvc drain pipe shall run from the frame to the drain pit.

Water Piping: Within the enclosure structure piping shall be hard temper type 'L' copper tubing meeting the Department of General Services; Division of Municipal Supplies, Dept. of Purchase, Specification No. 32-T-1.64 and ASTM No. B88. Fittings shall be approved wrought copper and bronze solder -joint pressure fittings (ANSI B 16.22). Type 'K' copper tubing shall be used for underground piping work.

Meter Inlet/Outlet Control Valve: The MICV/MOCV shall be a two-piece, lead free, copper silicon, standard port, ball valve, with quarter turn via lever handle, or approved equivalent. Valve shall have a 316 stainless steel ball and stem and be rated for 600psi WOG. The MICV/MOCV shall be capped for testing. Valve shall be as manufactured by Watts, Series LFB 6000 or approved equivalent. For testing the 1" dia. water meter, the first test port on the DCV may be used.

Electrical Grounding: For continuity of Electrical Grounding (during DCV Maintenance) the Contractor is to furnish and install one (1) #2 tinned copper ground conductor and copper alloy ground connectors as per O.Z. Gedney, Type ABG for 1" pipe or approval equivalent. Ground work is to be done prior to any painting or insulation if needed.

Water Meter: Water Meter shall be:

1. Neptune T-10, as manufactured by Schlumberger Industries Water Division, or;
2. ABB's C-700 as manufactured by ABB Water Meter, Inc., Oak, Florida, or approved equivalent.

All water meters furnished shall conform to the "Standard Specifications for Cold Water Meters", AWWA Standard C700 latest revision.

Water meters shall consist of a bronze maincase with the serial number stamped on the maincase. Only displacement meters of the flat nutating disc type will be accepted for improved operation. The size, capacity and meter lengths shall be as specified in AWWA Standard C700, latest revision. The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision to minimize premature wear.

Meter Maincase: All one (1") inch meter maincase shall be the removable bottom cap type with the bottom cap secured by six (6) bolts. Bottom caps shall be interchangeable, size for size, between frost-protected synthetic polymer or cast iron and non-frost protected (bronze) models. No meters utilizing frost plugs will be accepted. Non-frost protected meters shall have bronze or synthetic polymer bottom caps. The cross section of the bottom shall break clean when subjected to freezing pressure of 600-850 psi. All maincase bolts shall be of 300 series stainless steel to prevent corrosion. Bottom cap bolt lugs shall be enclosed in the maincase and shall not have externally exposed, threaded through holes. All one and one-half (1-1/2") inch and two (2") inch meters shall have a split design secured by bronze or stainless steel bolts.

Register: The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels. Registers must be sealed and dry. All direct reading register lenses shall be flat, of high strength, and impact resistant glass to prevent breakage. The dial shall be of the center sweep pointer type and shall contain 100 equally divided graduations at its periphery. The register must contain a low flow indicator with a 1:1 disc nutating ratio to provide leak detection. Register boxes shall be bronze.

All meters must be adaptable to digital encoder register without interruption of the customer's service for the purpose of pit, remote, or central meter reading. The registers shall be secured to the maincase by means of a plastic tamperproof seal pin to allow for in-line service replacement. Seal screws are not acceptable.

Register retainer rings shall have an impact resistant design which absorbs register glass lens impact. All registers shall have the size, model, and date of manufacture stamped on the dial plate.

Measuring Chamber: The measuring chamber shall be a nutating disc type, the flat nutating disc shall be molded of a non-hydrolyzing hard rubber or synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller with a stainless steel shaft located within the disc slot. The roller head shall roll on the buttressed track provided by the diaphragm in the measuring chamber. The measuring chamber shall be of a 2-piece snap-joint type. The measuring chamber shall be made of non-hydrolyzing synthetic polymer, shall be smoothly and accurately machined and shall contain a removable molded diaphragm of the same material as that of the chamber. No screws shall be used to secure the chamber together. The control block shall be the same material as the measuring chamber and be mounted on the chamber top to provide sand ring protection. The control block assembly shall be removable to facilitate repairing. Control block assemblies shall be designed to allow no magnetic slippage which would result in a loss of revenue. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" Ring gasket to eliminate chamber leak paths.

Guarantee: All meters and registers will be guaranteed for one year on material and workmanship. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700 (low, intermediate, and full flow). All meters shall be guaranteed adaptable to the Neptune ARB Encoder Electronic Meter Reading Systems.

Strainer: All meters shall contain removable polypropylene plastic strainer screens. The strainer shall be located near the inlet maincase port, before the measuring chamber and control block assembly.

Remote Reader: The Remote Reader shall be Neptune Proread ARB System ® as manufactured by Schlumberger Industries Water Division or Remote Meter Read (RMR) System® as manufactured by ABB, or approved equivalent. Reader shall be compatible with NYCDEP specifications. The Remote Reader shall be a self-contained encoder register metering system designed to obtain remote simultaneous water meter registration directly from the register odometer. The metering information shall be obtained through a remotely located receptacle using a compatible data capture system. The system shall consist of the Encoder Meter Register and Remotely Mounted Receptacle.

Encoder Meter Register: Shall be direct mounted with encoded odometer wheels and digital data stream. Batteries or pulses are not allowed.

Registration: The register shall provide a six digit visual registration at the meter. The unit shall, in a digital format, simultaneously encode the four or six most significant digits of the meter reading for transmission through the remotely located receptacle. (The most significant meter registration digits are defined as those digits on the register number wheels that denote the highest recorded values of water consumption.) A quick indexing mechanism shall be employed which shall prevent ambiguous reading. The register shall have a full test sweep hand or dial divided into gradients of down to 1/100th of the units of registration. Register test rings shall be available for shop testing. The units of registration shall be in U.S. gallons. These units shall be clearly designated on the face of the register. The month and year of manufacture and other identification information shall appear on the face of the register. The register shall employ a leak detection indicator on the dial face. Registers using pulse generation or conversion of pulses to digital output is not permitted. Batteries shall not be required.

Mechanical Construction: Materials used in the construction of the register shall be compatible with the normal water meter environment and with each other. The unit shall possess a copper bottom and incorporate a rubber O-ring seal. Where indicated, pit set registers must be provided with moisture protection for all internal components when operating under flooded pit conditions. The register and mounting base shall be integral components and should not allow for disassembly. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof plastic seal pin shall be used to secure the register to the main case. No special tools shall be required to remove the register. The register head must swivel 360 degrees without removing the seal pin to facilitate visual reading and ease of wiring. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service. Provision shall be made in the register for the use of seal wires to further secure the register. Terminal screws must be accessible on the register for transmission wire connection to the remote receptacle or future connections to a telephone system.

Electrical Construction: The materials employed for contacts and connectors shall inhibit corrosion and shall suffer minimal effect from environmental conditions to which they are exposed. The number wheels used in the register assembly shall be provided with spring-type bifurcated metal contacts to insure a high probability of information transmission.

Connection shall be made to the register by three screw-type terminals, sonically inserted into the register top. Access to the terminals shall be available to all models of register. A port cover shall be provided to cover the terminals after they have been wired. Digitally formatted data transmitted from the register shall incorporate a check sum character to verify correct information transmission and integrity. Data errors shall be indicated by the reading equipment.

Meter Reading Information: The encoder register shall provide up to six digits of information to the reading equipment. A ten digit identification number shall also be provided with each reading. The utility shall have the option to reprogram the internal register identification number an unlimited number of times. The encoder register must

have the capability to provide additional custom information to the reader. This information shall be programmed (and reprogrammed at any time) by the utility. Information on programming the register, equipment needed, and encoder meter reading output shall be provided with each proposal.

Remote Mounted Receptacle: Remote receptacle shall provide a communication link for the transmission of information from the register.

Mechanical Construction: Where indicated, a remote receptacle must be provided for attachment to an access door. The materials employed shall be corrosion resistant, resist ultraviolet degradation, unaffected by rain or condensation, and compatible with rugged service and long life. The hole size to be drilled in the access door shall not exceed 3/8" each.

PK-162 C.4. METHOD / INSTALLATION.

(A) GENERAL

All plumbing work is to be done by a New York City Master Licensed Plumber. The Contractor shall comply with all rules, regulations, and requirements of all regulatory agencies having jurisdiction. All equipment is to be installed in accordance with manufacturers' recommendations.

(B) PERMITS AND FEES

The Contractor shall be required to obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of construction shall be arranged as required. Upon completion of the work, satisfactory evidence shall be furnished to the Engineer to show that all work has been installed in accordance with the rules, regulations, ordinances, and code requirements.

(C) APPROVAL

The Contractor shall furnish for approval a scope of work which shall include, but not be limited to, providing a layout drawing of the complete water service system, including but not limited to, valve boxes, main line piping, DCV, DCV enclosure, etc., in addition to his method of installation of the above and maintain required for the system including winterizing valves and fixtures. The Contractor shall further provide all catalog cuts of materials, equipment, and fixtures for approval of all system components.

(D) CONFERENCE

Prior to any work being performed, a pre-construction meeting will be held by NYCDDC. At that meeting, the Contractor shall provide a construction schedule to the Engineer and discuss any concerns and procedures required for obtaining approval of materials and work under this contract. Arrangements for this meeting will be made by NYCDDC.

(E) INSPECTION OF SITE

It is mandatory that the Contractor shall acquaint himself with all site conditions. Should utilities not shown on the plans be found during excavations, the Contractor shall promptly notify the Engineer for instructions as to further action. Failure to do so will make Contractor liable for all damage thereto arising from his operations subsequent to discovery of such utilities not shown in plans. The Contractor shall also be required to

determine the available water pressure and gallons per minute (gpm) delivery that are available from the site's water source. Minimum of 30psi pressure under design flow conditions is required.

Contractor shall make necessary adjustments in the layout as may be required to connect to the City water mains. All coordination with NYCDEP and other agencies is the responsibility of the Contractor.

(F) REJECTION

The City reserves the right to reject material or work which does not conform to the Contract Documents. Rejected work shall be removed or corrected at the earliest possible time.

(G) EXCAVATION /INSTALLATION

The Contractor shall excavate to the lines and grades as shown in the drawings and as required for the installation. Approximately 2ft from outside perimeter and 1ft below the bottom of the structure are the proposed payment limits. All Temporary sheeting as required shall comply with **Section 40.05, SHEETING AND BRACING** of the NYCDEP Standard Sewer and Water Main Specifications.

Setting of Precast Concrete DCV Structure: The precast concrete water meter structure shall be set on a six (6) inch thickness of broken stone wrapped in filter fabric with additional stone added inside the twelve inch (12") x twelve inch (12") drain sleeve to the top of the bottom slab.

Water Meter Installation: The Contractor shall install supports for the water meter at the height shown on the Contract Drawings. The meter shall be set so that the dial faces upward and is horizontal. The dial shall not be more than three (3) feet above the floor. The encoder register shall be installed on meter as per manufacturer's instructions. The remote reader receptacle shall be installed in the pit cover as per the manufacturer's directions and recommendations, allowing reading of the meter from above ground level. The Contractor to allow sufficient Water Meter Remote Reader cable slack for cover removal. The DCV shall be installed as shown on the Contract Drawings and per manufacturer's instructions.

(H) CONNECTIONS

The Contractor shall connect the water piping as shown on the Contract Drawings for a complete and satisfactory operating unit to the satisfaction of the Engineer. Connections to the DCV shall be as shown on the Contract Drawings and per manufacturer's instructions.

Connections shall be made to The Water Meter by coupling union or flange union on both inlet and outlet ends of the meter and bored for sealing with holes not less than one-eighth (1/8) of an inch in diameter - solder connections are not permitted. Connections to the DCV shall be as shown on the Contract Drawings and per manufacturer's instructions.

(I) "AS-BUILT" DRAWINGS

The Contractor shall prepare an "As-Built" drawing as per **Section 1.06.14 of General Requirements** of the NYCDOT Standard Highway Specifications. Drawing shall show all items installed during construction, including the DCV, main line or connection pipe, precast structures, and all valves and appurtenances. The drawing shall also indicate and show all material of sizes, model numbers, manufacturer's name and catalog name and catalog number. These drawings shall be delivered to the Engineer before final

acceptance of work. The Contractor shall also provide operating manuals, maintenance instruction documents and a schedule of maintenance activities for all equipment as well as a guide to trouble-shooting system problems. The Contractor shall provide all manufacturers' warranties for installed products and systems in addition to telephone numbers of manufacturers that can supply compatible replacement parts.

(J) **SYSTEM FUNCTION AND TESTING**

The Contractor shall conduct a pressure test of all plumbing connections in the presence of the Engineer.

Upon completion of the work, the Contractor shall clean up the site, remove all unused materials and debris and coordinate with the Contractor to complete any outstanding items of work which may include completion of mulch installation.

(K) **FINAL ACCEPTANCE**

Final acceptance of the work may be obtained from the NYCDDC upon the satisfactory completion of all the work. At the time of final acceptance, the Contractor shall deliver five (5) copies of keys of hatch door.

PK-162 C.5. GUARANTEE AND WARRANTY:

All work, materials and equipment shall be guaranteed for eighteen (18) months, from date of substantial completion of the project, against all defects in material, equipment and workmanship. Guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the City. Repairs, if required, shall be done promptly at no cost to the City.

PK-162 C.6. MEASUREMENT AND PAYMENT:

The quantity of Double Check Valve Assembly & Water Meter With Remote Reader & Enclosure - 1" DIA. , to be measured for payment shall be the number actually installed to the satisfaction of the Engineer. The price bid shall be a unit price for each Double Check Valve Assembly & Water Meter With Remote Reader & Enclosure - 1" DIA. and shall cover the cost of all labor, materials, plant, equipment, insurance, inspection, and incidentals necessary to complete the work including, but not limited to, obtaining certifications, installation of all plumbing work and structural work, connection to the water service at the structure, and furnishing and installing the enclosure; all in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
PK-162 C	DOUBLE CHECK VALVE ASSEMBLY & WATER METER WITH REMOTE READER & ENCLOSURE - 1" DIA.	EACH

SECTION PK-420**STONE SCREENINGS FOOTPATH**

PK-420.1. INTENT. This item is intended for use in areas where slopes do not exceed three (3%) percent and where no vehicles travel. After compaction, the total thickness shall be six (6") inches, consisting of four inches of base course and two inches of top course.

PK-420.2. DESCRIPTION. Under this item, the Contractor shall furnish and place **STONE SCREENINGS FOOTPATH**, in accordance with the plans, specifications, and directions of the Engineer. In all cases grades shall be provided to insure positive drainage.

PK-420.3. MATERIAL. Unless otherwise herein specified, all materials of construction shall comply with NYCDOT Standard Highway Specifications, Division II, "Basic Materials of Construction".

Crushed Aggregate Screenings -Top Course: Material for topcourse shall consist of one-quarter inch (1/4") minus bluestone screenings, free from clay lumps, organic or other deleterious material. Fines shall be evenly mixed throughout the aggregate. Screenings shall be graded within the following limits:

<u>Passing Sieve (Dry Analysis)</u>	<u>Percent by Weight</u>
1/4"	100%
No. 4	90-100%
1/8"	75-90%
No. 20	30-50%
No. 40	20-40%
No. 80	10-25%
No. 200	5-15%

Base Course: The material for the base course shall meet the requirements of **Section 2.02** of the NYCDOT Standard Highway Specifications. Composition of the base course shall be Type 4 Subbase as indicated in the following table:

<u>Passing Sieve (Dry Analysis)</u>	<u>Percent by Weight</u>
2"	100%
1/4"	30-65%
No. 40	5-40%
No. 200	0-10%

Aggregate base shall be broken stone or gravel of approved quality and conforming to the requirements of **Section 2.02** of the NYCDOT Standard Highway Specifications. Recycled material consisting of Recycled Portland Cement will not be accepted.

Laboratory Testing: The Contractor shall, at the direction of the Engineer furnish a certified report by an approved Materials Testing Laboratory showing the materials composition, sieve analysis, plasticity index, and soundness of the representative samples of recycled material which he proposed to use.

The Engineer will deliver the samples to an independent testing laboratory. The Contractor shall bear responsibility for all costs associated with laboratory testing. No recycled material shall be delivered to the site until positive test results have been obtained. The Engineer reserves the right to reject on or after delivery any material, which does not, in his opinion, meet these specifications.

Geotextile: Geotextile shall be synthetic, non-woven and rotproof having no tears or defects which adversely alter its physical properties. Geotextile used shall conform to the following properties:

	ASTM Test	
Elongation	D4632	>=50%
Grab Strength	D4632	400 N
Tear Strength	D4533	250N
Puncture Strength	D4833	250N
Permittivity (min)	D4491	.21/sec
Apparent Opening Size (max)	D4751	.25 mm

Geotextile shall be similar to FX-50HS by Carthage Mills, Cincinnati, OH; 160N, as manufactured by Mirafi, Charlotte, NC; AEF 880, as manufactured by Boom Environmental Products, New Bedford, MA, or approved equal.

PK-420.3. INSTALLATION.

Preparation of Fine Grade: The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. Any roots over 1 inch in diameter shall remain. All effort should be made to leave them intact and free of damage when installing the screenings. Before any pavement is placed upon the fine grade, the fine grade shall be prepared to line and grade and compacted where practicable with an approved riding roller of 1000 to 1500 pounds. Machine rolling shall not occur within 2 feet of the critical root zone. Within 2 feet of the critical root zone shall be hand tamped.

All hollows and depressions, which develop under rolling, shall be filled with acceptable material and shall again be rolled. This process of shaping, filling and rolling shall be repeated until no depressions develop. The fine grade shall be pitched to drain and shall not be muddy or otherwise unsatisfactory when the stone screenings are placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

Geotextile: After the ground has been prepared, the geotextile shall be rolled directly on the ground. All seams shall be overlapped approximately six (6) inches. No equipment, materials or machinery shall be placed on or be transported over exposed geotextile. Topsoil backfill or other clean fill shall then be carefully placed to prevent dislocation of the fabric.

If the fabric is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric that will overlap the undamaged fabric approximately six (6) inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

Spreading of the Base Material: Material for the subbase shall be evenly spread on prepared subgrade in the position shown on the plans or directed by the Engineer, in one four (4") inch

layer and rolled while wet with an approved riding roller 1000 to 1500 pounds (with vibratory unit) as directed by the Engineer.

Finishing: The top course shall be installed in two (2) lifts. Each lift shall be approximately one and one-half (1 ½") inches in thickness for a total of two (2") inches after compaction.

Upon the well compacted subbase the top course first lift shall be spread and rolled. After spreading, rake level, smooth and grade screenings to desired finish as shown on the plans and to the direction of the Engineer. Then the second lift shall be spread. Compact the material using an approved riding roller 1000 to 1500 pounds (do not use the vibratory unit) making 3 to 4 passes. Hand tamp within 2 feet of critical root zone taking care not to damage the roots.

With fog nozzle water lightly but thoroughly, pressure should not disturb leveled surface.

When the water sheen has disappeared and the surface looks damp roll or hand tamp it again.

Upon correction of any discrepancies in the first lift the Contractor shall spread the second lift. Properly rolling or hand tamping as above. Rolling or hand tamping shall continue only until a smooth thoroughly compacted surface is achieved; with a minimum of three passes over the entire surface.

Any significant irregularities shall be smoothed out prior to final acceptance of work. Smoothing shall be accomplished by rewetting/saturating rough areas thoroughly, and then rolling the paving again with the appropriate roller or hand tamping.

Pk-420.4. SUBMITTALS.

Sample: A three (3) pound bag of stone screenings top course shall be submitted to the Engineer for approval with a sieve analysis and name of supplier.

Pk-420.5. MEASURE AND PAYMENT. The quantity of Stone Screenings Footpath to be paid for under this item shall be the number of SQUARE YARDS, furnished and placed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per SQUARE YARD of stone screenings footpath, furnished, placed, compacted and fine graded and shall cover the cost of all labor, materials, plant, equipment, insurance, inspection, and incidentals necessary to complete the work including top course, base course, forms, materials testing, and geotextile, all in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own contract item.

Payment will be made under:

Item No.	Item	Pay Unit
PK-420	STONE SCREENINGS FOOTPATH	S.Y.

SECTION PK-422

ROOT PINNING

PK-422.1. INTENT: This section describes the provision and construction of root pinning.

PK-422.2. DESCRIPTION: Under these Items, the Contractor shall perform ROOT PINNING, in accordance with the plans, specifications, and as directed by the Engineer and Supervised by the Tree Consultant (Item 4.21)

PK-422.3. MATERIAL: Steel Rebar shall be size No. 2, a minimum of four (4) feet in length, adequate for effective driving depth and meet the requirements of the NYCDOT Standard Highway Specifications, **Section 4.14**, "Steel Reinforcement in Concrete".

Foam Pipe Insulation shall be foam pipe insulation a minimum of half (1/2) inch thick and fits snugly around quarter (1/4) inch pipe.

PK-422.4. METHOD: No roots shall be pinned except as directed by and in the presence of the Tree Consultant (Item 4.21). Root Pinning may not be performed when the ground is frozen.

Prior to beginning work, the area to be excavated shall be thoroughly wetted, 24 hours in advance, to minimize dust to the greatest extent possible.

All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Tree Consultant (Item 4.21). If directed, soaker hoses shall be installed to facilitate properly moist conditions.

(A) Pneumatic Excavation work shall be performed per specification Section 6.02 PAA and be paid separately under the Pneumatic Excavation Around Trees (Item 6.02 PAA).

All soil surrounding the offending root shall be removed cautiously either by hand or with a pneumatic device. All excavation shall be as minimal as possible in width and depth to obtain the necessary clearance to allow for the elevation of the root to be altered accordingly and in the direction of the Engineer, thereby minimizing the impact on tree roots.

(B) Bending: All steel rebar shall be bent cold. Only competent mechanics shall be employed for cutting and bending, and proper appliances shall be provided for such work. The reinforcement shall be bent to the shapes shown on the plans. Bends shall be made around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bar larger than one inch the pin shall not be less than eight times the minimum thickness of the bar. Reinforcement shall be formed to the approximate diameter of the root.

The foam pipe insulation shall be wrapped around each bar and positioned to prevent the steel rebar from directly contacting the root. Steel Rebar wrapped in

pipe insulation shall be spaced not more than two (2) feet apart, perpendicular to the orientation of the root, as determined by the Engineer, and driven into the sub grade to a depth that is adequate in permanently pinning the root to the altered elevation.

PK-422.5. MEASUREMENT AND PAYMENT: Root Pinning to be paid for under this item shall be the number of steel rebar, bent appropriately, wrapped in pipe insulation, furnished and incorporated in the work in accordance with the plans and specifications.

In case the Engineer allows the substitutions of larger bars than have been specified, payment will be made only for the amount of metal which would have been required if the specified size of bar had been used.

The price bid shall be a unit price per EACH steel bar wrapped in foam pipe insulation furnished and incorporated in the work complete, and shall cover the cost of furnishing all labor, material, plant, insurance and equipment to bend, cut and maintain the reinforcement in place, and other incidentals necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
PK-422	ROOT PINNING	EACH

S - PAGES

SPECIAL PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS
THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

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SPECIAL PROVISIONS

A. **LINES AND GRADES.** The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the 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 Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. **SPECIFIC TRAFFIC STIPULATIONS.** Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. **HOLIDAY CONSTRUCTION EMBARGO.** A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits during Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. **Waivers are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

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.

* 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>

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

D. 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.

E. 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.

F. SCHEDULE OF WORK. The Contractor shall be required to prepare a progress schedule, in accordance with the requirements of Article 9 of the Standard Construction Contract, based on simultaneously working at multiple locations using multiple crews during the construction of the contract, as approved by the Engineer.

Each work force crew shall be defined as a sufficient number of workers with support staff and equipment necessary to perform the work efficiently as directed by the Engineer. Where the Contractor can demonstrate to the Engineer that he has substantially completed work, he may be permitted to start work at additional locations, on a one to one basis, at the sole discretion of the Engineer.

Where the Contractor's work operations are not able to meet its approved progress schedule, the Engineer may order the Contractor to provide additional work force as may be necessary. Failure to comply with such orders within seven (7) calendar days after the written notice from the Engineer may result in the Contractor being declared in default of the Contract in accordance with the procedure contained in Article 48 of the Standard Construction Contract.

G. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit an 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.

H. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES.

Contractor shall plan and/or stage its 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.

I. 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.

J. PRIVATE UTILITY HARDWARE ADJUSTMENTS. Private Utility Hardware Adjustments will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

K. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of his operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to his work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

L. RAILROAD FACILITIES REQUIREMENTS. The following provisions shall apply, as necessary, should any railroad facilities pass over or under this project:

- (1) If any manhole covers are raised or lowered, cables in the manholes shall be protected by wood sheeting of two-inch nominal thickness.
- (2) Tractors, cranes, excavators, etc., used in the vicinity of an elevated structure, shall be isolated from ground. Since the elevated structure is used as a negative return path with a consequent potential between it and ground, any contact between the structure and grounded equipment could result in burning of the steel.
- (3) There shall be no machine excavation in the vicinity of power duct lines until such duct lines have been carefully exposed by hand excavation.
- (4) Duct lines must be maintained and protected during construction.

- (5) All lumber and plywood used for the protection of transit facilities must be fire retardant.
- (6) Construction materials or equipment shall not be stored on subway ventilators or gratings. Subway emergency exits must be kept clear at all times.
- (7) In excavating over or near the subway roof, special care shall be exercised so that the thin concrete protection of the subway waterproofing is not damaged.
- (8) The following Standard NYCT "Insurance Clauses" are to be made part of the Contract Documents. Proof that the necessary insurance is in effect will be required before work can commence.

M. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:
 - (A) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
 - (B) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permitter/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where

necessary;

- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permittor naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Scheule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule A.
- (E) Environmental/Pollution Exposures
In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

- a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the *Permittor/MTA and shall deliver evidence of such policies.*
- b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F

Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittee c/o MTA Risk and Insurance

Management (MTA RIM) Department – Standards, Enforcement & Claims Unit, 2 Broadway – 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittee/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittee/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittee/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittee/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittee/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittee, the Permittee shall deliver to the Authority, within forty-five (45) days of request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.
- e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittee Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

- f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permittor, the Permittor shall have the options to: (1) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

N. USE OF CITY WATER. The contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

O. FUEL COST. The contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all Extra Work invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

P. NIGHT TIME AND/OR WEEKEND DIFFERENTIAL.

(a) WEEKDAY: Any item of work ordered to be performed outside the normal permissible working hours of 7:00 A.M. and 6:00 P.M., Monday through Friday, with the exception of Lump Sum items, will be paid at the unit price bid plus a ten (10%) percent night time and/or weekend differential under Item No. HW-900H.

(b) WEEKEND: Any item of work ordered performed outside the normal permissible working hours between the hours of 6:00 P.M. Friday evening and 6:00 A.M. Monday morning, with the exception of Lump Sum items, will be paid under Item No. HW-900H. NIGHT TIME AND/OR WEEKEND DIFFERENTIAL must be decided by the Engineer in accordance with the PREVALING WAGE SCHEDULE- NEW YORK CITY."

Q. VIBRATORY ROLLERS. The Contractor is notified that until further notice the use of vibratory rollers is prohibited within the project limits.

R. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.



Department of Transportation

POLLY TROTTERBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

August 13, 2018

OCMC FILE NO: BXEC 18- 281

CONTRACT NO: HWPLZ004X

PROJECT: RECONSTRUCTION OF MORRISON AVENUE PLAZA, WESTCHESTER AVENUE, AND HARROD PLACE

LOCATION(S): The Bronx

PERMISSION IS HEREBY GRANTED TO THE NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS THE **(OTHER EMBARGOES IF APPLICABLE)** AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION", AND ALSO POST A SIGN AT THE WORK ZONE STATING "CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. **BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
4. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
5. **STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
6. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
7. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
8. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
9. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
10. **ACCESS TO ADJUTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ADJUTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
11. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street, Concourse Level
 New York, New York 10041
 T: 212.839.9621 F: 212.839.9696
www.nyc.gov/dot

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12. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

13. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

14. **ENHANCED MITIGATIONS**

- **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
- **VARIABLE MESSAGE SIGNS (VMS)** SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDOT AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
- **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. MORRISON AVENUE BETWEEN WESTCHESTER AVENUE AND WATSON AVENUE

- Work hours shall be as follows: 9 am to 6 pm, Monday to Friday (Roadway schedule)
- Work hours shall be as follows: 7 am to 6 pm, Monday to Friday (Sidewalk schedule)
8 am to 6 pm, Saturday
- Contractors must maintain 5 foot clear sidewalk at all times.
- Contractors must maintain 2- 12 ft. lanes for traffic, 1-12 lane in each direction.
- Full width of roadway shall be opened to traffic when site is unattended.

2. WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE

- Work hours shall be as follows: 9 am to 6 pm, Monday to Friday. (Roadway schedule)
- Work hours shall be as follows: 7 am to 6 pm, Monday to Friday. (Sidewalk schedule)
8 am to 6 pm, Saturday
- Contractors must maintain 5 foot clear sidewalk at all times.
- Contractors must maintain 2-11 foot lanes for traffic, 1- 11 foot in each direction.
- Full width of roadway shall be opened to traffic when site is unattended.

3. HARROD PLACE BETWEEN WESTCHESTER AVENUE AND MORRISON AVENUE

- Work hours shall be as follows: 7 am to 6 pm, Monday to Friday.
8 am to 6 pm, Saturday
- Contractors may fully close the sidewalk for the remaining of the project due to leveling the roadway and sidewalk.
- Contractors must maintain 1-12 foot lane thru traffic during weekdays.
- During storm sewer installation and full-depth pavement reconstruction phase contractors can full close the roadway during weekday work hours. Contractors must maintain 1-12 foot one lane for thru traffic after working hours on weekdays. Contractors may fully close the roadway from Friday night at 10:00 pm thru Monday morning at 5:00 am.

Special Notes

- ◆ Contractors must coordinate with MTA Buses to relocate the bus stop BX 27 and MTA Subway for sidewalk area and Bank of America prior to starting work.

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RECONSTRUCTION OF MORRISON AVENUE PLAZA, WESTCHESTER AVENUE, AND HARROD PLACE

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- ❖ Contractor must file for full closure prior to closing the street.

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
3. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

A. STREET FAIRS / FESTIVALS

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

B. RUNNING / WALKING / BIKING EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

C. PARADES

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
5. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
6. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
7. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
8. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
9. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT

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PROJECT: RECONSTRUCTION OF MORRISON AVENUE PLAZA, WESTCHESTER AVENUE, AND HARROD PLACE

August 13, 2018

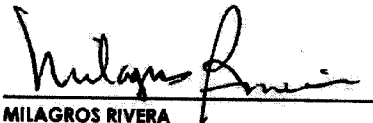
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TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.

10. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
12. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.



GARY SMALLS
DIRECTOR
OCMC-STREETS



MILAGROS RIVERA
PROJECT MANAGER- BRONX
OCMC-STREETS

THE CITY OF NEW YORK DEPARTMENT OF SANITATION

Interpretive Memorandum # 2

The Contractor is notified that the following Department of Sanitation (DOS) Interpretive Memorandum # 2 does not guarantee that a temporary stockpile location will be approved for this project. In addition, the Department of Design and Construction (DDC) reserves the right to rescind approval for any temporary stockpile location at any time. No payment will be made to the Contractor if either a temporary stockpile location is not approved for this project, or DDC rescinds an approval for any reason.



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
Telephone (212) 837-8110
FAX (212) 837-8243

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

INTERPRETIVE MEMORANDUM # 2 February 14, 1995

*Subject: Temporary Storage and Processing of Construction and Demolition Debris
by New York City Agency Contractors*

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as: -

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce
New York's Waste.

Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of _____ (the "Agency")
has awarded a construction contract to _____ (Contractor)
_____ (the "Contractor") for work to be performed at _____ (Contract
Site) _____.

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

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TF-PAGES

**TIGER/FHWA FUNDED PROJECTS
TIGER/FHWA FUNDING ATTACHMENTS**

Transportation Investment Generating Economic Recovery ("TIGER") and Federal Highway Administration ("FHWA") Funding Attachments

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

THIS ATTACHMENT IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Any substantial modification of the Contract shall be subject to approval by the State Commissioner of Transportation and the Federal Highway Administration, in addition to the New York City ("City") agencies involved.
2. The Contractor shall be responsible for compliance with all the provisions of the following Schedules of Federal and State requirements which are hereby made a part of the original contract documents and are annexed hereto:

Attachment "A" – Required Contract Provisions for Federal-Aid Construction Contracts – FHWA 1273

Attachment "B" – Standard Clauses for New York State Contracts, Labor and Employment Provisions, and Public Notices

Attachment "C" – Notice to All Prospective Bidders, Federal-Aid Contracts - Assurance of Non-Discrimination, Subcontracts, Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)

Attachment "D" – Disadvantaged Business Enterprise Requirements

Attachment "E" – "Buy America" Requirements & Waivers

Attachment "F" – Equal Employment Opportunity Requirements

Attachment "G" – Standardized Changed Conditions Clauses

Attachment "H" – Civil Rights Monitoring and Reporting

Attachment "I" – False Claims Certification, United States Department of Transportation Hotline, New York State Inspector General Hotline

Attachment "J" – Debarment History Certification, Lobbying Activity Certification

Attachment "K" – Provisions Relating to the New York State Labor Law, Prevailing Wages, and the Use of Convict Labor and Materials on Federal & State Contracts

In addition to compliance with the above Federal and State requirements, the Contractor shall also be required to comply with all City requirements as depicted in the Information for Bidders and Standard Construction Contract herein. Wherever a conflict may exist, the Federal Regulations shall take precedence.

3. The Contractor shall not pay less than the highest minimum hourly rates as set forth by Federal, State or City laws.

4. The Contractor shall maintain his records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available on line at the NYSDOT website www.dot.ny.gov/publications.
5. In accordance with 23 US C315 and Order 1321.1C, FHWA Directives Management, issued January 6, 2010, the construction work performed under this Contract shall be available to be subject to inspection at all times by the New York State Department of Transportation and the Federal Highway Administration.
6. Amendments to Information for Bidders:
 - a) Refer to Pages 6 and 7, Subsection 21.(C), Rejection of All Bids and Negotiation With All Responsible Bidders;
Delete Sub-Article 21.(C) and Sub-Article 21.(D) in their entirety and substitute the words "(C) (NO TEXT)." And "(D) (NO TEXT)." respectively.
 - b) Refer to Page 9, SECTION 27. Failure to Execute Contract, 6th, 7th and 8th lines;
Delete the sentence beginning with the words: "No plea of mistake in such . . ." in its entirety.
 - c) Refer to Page 10, SECTION 30. Labor Law Requirements, Sub-Article (A) General;
Add the following at the end of the Sub-Article (A): "This provision shall apply to subcontractors also."
 - d) Refer to Page 11, Subsection 33.(B), Variations from Engineer's Estimate;
Delete Subsection 33.(B) in its entirety. See Attachment "G", Standardized Change Condition Clauses, Sub-Article (3).(iv).(B).
 - e) Refer to Pages 12 and 13, SECTION 37. Locally Based Enterprise Requirements (LBE);
Delete the SECTION, in its entirety. See Attachment "D" Disadvantaged Business Enterprise Utilization Requirements.
7. Amendments to Standard Construction Contract:
 - a) Refer to Page 5, Sub-Article 5.2;
Delete the last sentence starting with the words: "In the event of . . ." and ending with the words ". . . shall take precedence."
 - b) Refer to Pages 11 and 12, ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION;
Add the following:

"7.6 In addition to the requirements stipulated herein, all work performed under this Contract shall comply with the safety and health standards of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor."
 - c) Refer to Page 13, Sub-Article 9.3;
Delete the first sentence starting with the words: "If the Contractor . . ." and ending with the words ". . . progress schedule."
 - d) Refer to Page 23, ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION;
Delete Sub-Article 16.1.4, in its entirety.

anticipated before the **project** was advertised for bids or force account operations commenced."

- k) Refer to Pages 57, 58 and 59, **ARTICLE 36. NO DISCRIMINATION**;
Change in Paragraph 36.1.1, 4th line, "citizen of the State of New York" to
"person";

Add "or sex or age" to the expression "race, creed, color or national origin", and "or
sex or age" to the expression "race, color or creed", wherever these expressions
appear in Article 36.

- l) Refer to Page 66, **ARTICLE 43. PROMPT PAYMENT**;
Add the following sentence to the end of Sub-Article 43.5:

"The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged."

- m) Refer to Pages 66 and 67, **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**;
Delete Sub-Articles 44.2 and 44.3, in their entirety;
Substitute the following:

"44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work**. Such waiver shall be in writing."

- n) Refer to Pages 67 and 68, **ARTICLE 45. FINAL PAYMENT**;
Delete Sub-Article 45.1, in its entirety;
Substitute the following:

"45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance

- e) Refer to Page 25, ARTICLE 17. SUBCONTRACTS;
Delete Sub-Article 17.11.1, in its entirety;
Substitute the following revised Article 17.11.1:
"17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, as are contained in this **Contract**."

- f) Refer to Pages 26 and 27, ARTICLE 19. SECURITY DEPOSIT;
Delete Sub-Article 19.2, in its entirety;
Substitute the following Sub-Article 19.2:

"19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** subject to the other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment."

- g) Refer to Pages 29 and 30, ARTICLE 21. RETAINED PERCENTAGE;
Delete Article 21, in its entirety;
Substitute the following:

"ARTICLE 21. (NO TEXT)"

- h) Refer to Page 37, ARTICLE 24. MAINTENANCE AND GUARANTY;
Delete Sub-Article 24.1 in its entirety;
Substitute the words "24.1 (NO TEXT)".

- i) Refer to Page 37, ARTICLE 24. MAINTENANCE AND GUARANTY;
Add the following to Sub-Article 24.9:

"On any **contract** which requires the furnishing and/or installing of electrical or mechanical equipment, the **Contractor** shall provide the following:

- (1) Manufacturers' warranties or guarantees on all electrical and mechanical equipment, consistent with those provided as customary trade practice.
- (2) **Contractor's** guarantees providing for satisfactory in-service operation of the mechanical and electrical equipment and related components for a period of not less than one (1) year following project acceptance.
- (3) On any **contract** which requires maintenance and guarantee for landscape items including trees, the maintenance and guarantee period shall be twenty-four (24) months."

- j) Refer to Page 38, ARTICLE 25. CHANGES;
Add the following paragraph:

"25.5 **Extra Work**: It is anticipated that the preliminary engineering and the preparation of **plans, specifications** and **contract documents** have been performed with sufficient thoroughness, accuracy and care, and that changes and **extra work** during the construction can be held to a minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be

claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**."

- o) Refer to Page 74, ARTICLE 59. SERVICE OF NOTICES;
Delete the words "deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope".
- p) Refer to Pages 78, 79 and 80, ARTICLE 64. TERMINATION BY THE CITY;
Delete the text of the 1st paragraph;
Substitute the following:

"64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, by written notice, terminate the **Contract** or any portion thereof after determining that for reasons beyond either **Department** or **Contractor** control it is not feasible to proceed with or complete the **work** as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the **Contractor**, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the **Contractor**. The **Contractor** specifically understands that the issuance of such notice by the **Commissioner** shall be conclusive as to its necessity. In such event the **Contractor** shall upon receipt of such notice:"

- q) Refer to Page 82, ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM;
Delete Article 67, in its entirety, and Substitute the following "ARTICLE 67. (NO TEXT)". See Attachment "D" Disadvantaged Business Enterprise Requirements.
- r) Refer to Pages 83 and 84, ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS;
Delete Article 69, in its entirety, and Substitute the following "ARTICLE 69. (NO TEXT)"
- s) Refer to Page 85, ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR;
Delete Article 75, in its entirety and Substitute the following "ARTICLE 75. (NO TEXT)".
- t) Add the following to Pages 92, 93, 94, 95, 96, 97, 98, and 99, PERFORMANCE BOND:

"Prior to or at the time of execution of the contract, successful bidder must deliver to the City of New York an executed bond equal to one hundred percent (100%) of the contract price, to secure the faithful performance of the contract, and an executed bond in an amount equal to one hundred percent (100%) of the contract price, as security for the payment of all persons performing labor or furnishing materials in connection with this contract, prepared on the forms of bonds authorized by The City of New York, and made a part of the contract documents, copies of which are annexed hereto, and having as surety thereunder such surety company or companies as are approved by The City of New York and are authorized to do business in the State of New York. Premium of such bonds shall be included in the base bid.

In lieu of a performance and completion bond and labor and material bond, a contractor may deposit with the Comptroller, money or obligations of The City of New

York which the Comptroller shall approve as of equal value with the amount of the performance and completion bond required.

Whenever a contractor deposits obligations of The City of New York, in lieu of a performance and completion bond and a labor and material bond, it shall be with the understanding that the Comptroller of the City of New York, or his successors, may sell and use the proceeds thereof, for any purpose for which the principal or surety on such bond would be liable under the terms of the contract. If money is deposited with the Comptroller, the Contractor shall not be entitled to receive interest on such money from The City of New York.

If the bidder to whom the contract is awarded refuses to execute it, or fails to furnish the required security and insurance within ten (10) days after receipt of notice to him of the award, the amount of his deposit, or as much thereof as may be applicable to the amount of the award made to him, shall be forfeited and shall be retained by the City as liquidated damages."

- u) Refer to Pages 87, 88, 90, 91, 92, 93, and 94, ARTICLE 79. PARTICIPATION BY MINORITY - OWNED AND WOMEN - OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT;
Delete Article 79, in its entirety, and Substitute the following "ARTICLE 79. (NO TEXT)"

8. Amendments to General Conditions of the Standard Highway Specifications:

- a) Refer to Pages 38 and 39, of the Standard Highway Specifications, Article 1.06.46. Project Sign;
Delete the Article 1.06.46, in its entirety;
Substitute the following:

"1.06.46. Project Sign. No project signs will be required on this project."

9. Amendments to the Standard Highway Specifications:

- a) Refer to Pages 290 through 292, **SECTION 5.05 – Maintenance**;
Delete Section 5.05, in its entirety, and any references thereto;
Substitute the following:

"SECTION 5.05 – Maintenance"

(A) CONTRACTOR TO KEEP HIMSELF INFORMED OF CONDITIONS

The Contractor must keep himself informed of the condition of the trees which are under maintenance, and will be required to make replacements without notice from the Commissioner. In case of failure or neglect on his part to do so, then the Commissioner shall have the right to purchase such plant material as he shall deem necessary, and to employ such person or persons as he shall deem proper, and to undertake and complete said replacements by contract or otherwise and to charge the expense thereof against the Performance Bond or any sum of money retained by The City, as herein provided, and the excess cost to the Contractor, and the Contractor shall pay all such expense to which The City may have been put by reason of the neglect of the Contractor to make such replacements as aforesaid.

(B) CONTRACTOR TO MAKE REPAIRS OR REPLACEMENTS

The Contractor shall remove and replace all trees under maintenance which die or, in the opinion of the Engineer, seem unhealthy, stunted or unable to flourish, within the period of maintenance,

except as otherwise provided, and replace said trees with new trees of the same size and species as originally planted, except when such death, unhealthiness, stunting or inability to flourish is due to vandalism or damage resulting from causes over which the Contractor has no control, as certified by the Engineer. However, the Engineer may, at his discretion, direct a substitution of species.

(C) PERIOD OF MAINTENANCE

The period of maintenance for each individual tree planted or transplanted shall begin upon planting or transplanting and shall end twenty-four (24) months thereafter. The Contractor shall obtain the said certificate from the Department of Parks and Recreation, in writing, and file such certificate with the Engineer.

(D) MAINTENANCE NOT TO TERMINATE IN WINTER MONTHS

When the termination date of the period of maintenance for planted or transplanted trees shall fall outside the planting periods specified in **Section 4.16**, hereof, the interval between the said termination date and next planting period thereafter, or such part as the Commissioner may determine, shall not be included in the computation of the period of maintenance during which the replacement of defective trees is to be made by the Contractor, and also, in that case, the payment to be made under the provisions of this contract shall not be made until after the date appearing on the Certificate of Acceptance which the Contractor shall obtain from the Department of Parks and Recreation, and file with the Engineer, for trees planted as replacements for defective trees within the said next planting period thereafter, unless otherwise specifically permitted by the Commissioner.

(E) EXPIRATION OF MAINTENANCE

Unless otherwise permitted or directed, defective trees, as determined by the Commissioner, shall be replaced with new trees by the Contractor.

The furnishing and planting of trees as replacements for defective trees shall comply, in all respects, with the contract requirements.

In the event that The City incurs any expense in pursuance of this section of the contract, the certificate of the Commissioner as to the condition of the trees, the nature and extent of the replacements made, and expense incurred for such replacements shall be binding and conclusive on the Contractor.

(F) CONTRACTOR TO NOTIFY COMMISSIONER BEFORE MAKING REPAIRS

The Contractor shall notify the Commissioner, at least two (2) days before making any replacements of the time and place of beginning such work and shall at all times keep the Commissioner or his representatives informed of the proposed prosecution of the work from day to day."

10. The Contractor is hereby notified that this is a City contract funded through apportionment available under Title 23, U.S. Code, as amended, and that the contract will be awarded by the City of New York, subject to the approval of the Commissioner of the New York State Department of Transportation and the Federal Highway Administration. Furthermore, no extensions in time for completion or other changes affecting the contract work can be granted by the City of New York without concurrence of the State of New York and approval of the Federal Highway Administration.
11. All reference to the delivery of salvageable materials to a designated City-owned yard do not apply to this Contract. All salvageable materials designated by the Engineer shall be stored on site for pick-up by City forces.

12. Wherever references are made within these specifications to "race, creed, color, national origin or sex," they shall be construed to include "sexual orientation and marital status".

7/21/2017: Page number and section number references to the City Standard Construction Contract have been updated to match the March 2017 City Standard Construction Contract.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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.

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

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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT "A"

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT “B” – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS, LABOR AND EMPLOYMENT PROVISIONS, AND PUBLIC NOTICES

“Standard Clauses for New York State Contracts” is Appendix A from the NYS Office of General Services (OGS), as modified by NYS Department of Transportation (NYSDOT).

“Public Notices” text is from NYSDOT Standard Specifications, Section 107-04.

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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10/18/2017: Pages number references on this sheet have been updated.

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

LABOR AND EMPLOYMENT PROVISIONS

The provisions of NYS Labor Law, as amended, and referred to in *Standard Clauses for All New York State Contracts*, shall be applicable. On contracts financed with Federal-Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained in 23 CFR 635.117 are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted. No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

A. Wages. The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the wages, and the higher of the combination of the wages and supplemental (fringe) benefits. The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.ny.gov. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in wage rate schedules and supplements (fringes) over the contract duration in the contract bid prices.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW- 30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall provide the Engineer, each week, a certified payroll and statement of compliance with respect to the wages paid each of its employees subject to prevailing wage requirements and a certified payroll from each Subcontractor engaged on work during the preceding weekly payroll period. If the Contractor or Subcontractor does not

maintain a place of business in New York State and the amount of the contract exceeds \$25,000., payroll records and certifications shall be kept on the worksite.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g. the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231-1 for Federal- Aid contracts and on HC-231-1 for non Federal-Aid contracts. At the Contractor's option, other payroll formats, which supply the required data and certifications, may be used. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

D. Apprenticeship.

(1) Apprenticeship Program Requirements

Notice to Bidders: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this Invitation for Bids, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontract not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

(2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire. The Questionnaire is located in the Bid Booklet, in Volume 1 of 3 of this contract.

PUBLIC NOTICES

Before commencing any work on the site, the Contractor shall provide a satisfactory weather resistant surface, and post, in a location accessible to all workers, a copy of the NYSDOL schedules of prevailing wages and supplements for this contract, a copy of all redeterminations of such schedules for the contract, the Workers' Compensation Law notice, required safety notices, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The notices shall be maintained until all work on the site is complete.

**NOTICE TO ALL PROSPECTIVE BIDDERS
FEDERAL-AID CONTRACTS**

ASSURANCE OF NON-DISCRIMINATION

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

SUBCONTRACTS

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the NYS Department of Transportation Labor Compliance Manual (Federal-aid Construction, Appendix D-2, 3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the NYS Department of Transportation Regional Director.

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

ATTACHMENT "C"

- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

DBE UTILIZATION. DBE refers to a Disadvantaged Business Enterprise (DBE). The DBE program applies to Federal-Aid contracts. The program seeks to:

- Ensure nondiscrimination in the award and administration of Federal-Aid contracts;
- Create a level playing field on which DBEs can fairly compete for Federal-Aid contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet DBE eligibility standards are permitted to participate as DBEs;
- Help remove barriers to the participation of DBEs in Federal-Aid contracts;
- Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients of Federal financial assistance;
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurance stated below.

DBE Program Assurance. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible.

A. Statutory Authority. The statutory authority for the DBE Program is contained in the Surface Transportation Assistance Act ("STAA") of 1982 (Public Law 97-424, §105(f)), the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17, §106(c)), the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century ("TEA-1") of 1998 (Public Law 105-178, §1101(b)), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") of 2005 (Public Law 109-59 §1101(b)), the Moving Ahead for Progress in the 21st Century Act ("MAP-21") of 2012 (Public Law 112-141, §1101(b)), and the Fixing America's Surface Transportation Act ("FAST-ACT") of 2015 (Public Law 114-94, §1101(b)). New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

B. DBE Goal(s). Federal-aid construction contracts have a single DBE goal. The Department will monitor the Contractor's attainments towards DBE goals in accordance with Attachment H, *Civil Rights Monitoring and Reporting*.

1. Established Goal(s). The Department may have established contract utilization goal(s) for DBEs, which are expressed as a percentage of the total contract price. The goal(s) are stated in the proposal and remain in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the utilization goal(s) and shall meet the goal(s) or demonstrate that it could not meet them

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despite its best efforts. Failure to provide commitments to meet the established goal(s) for the contract or failure to meet the good faith efforts shall be grounds for rejection of the bid as non-responsive. Good faith efforts shall meet the requirements of 49 CFR 26 Appendix A.

2. Zero Percent Goal(s). When a zero goal(s) for participation by DBEs has been established, and the Bidder proposes the use of a Subcontractor, the purchase of materials, the use of a Service or the use of Trucking at any time during the life of the contract, the Contractor shall promote the objectives outlined in this subsection by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the DBE Program.

C. DBE Eligibility. Only those DBE firms that are certified under the New York State Unified Certification Program are eligible to be used for goal attainment. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. Furthermore, DBEs must be certified for the type of work to be performed. A business directory is available on the NYS Unified Certification Program website at <https://nysucp.newnycontracts.com>.

D. Counting DBE Participation Towards the DBE Goal(s). The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal(s), provided the utilization is a commercially useful function. A DBE prime contractor shall still provide opportunities for participation by other DBEs. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

1. Joint Ventures. When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will be counted toward DBE goals.

2. Subcontractors. 100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal(s), including the cost of materials and supplies purchased by the DBE. The DBE may not rent or lease equipment from the Contractor or its affiliates. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

3. Manufacturers/Fabricators. 100% of the expenditure to a DBE Manufacturer or Fabricator will be counted toward the DBE goal(s). Manufacturers or Fabricators may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.

4. Material Suppliers. 60% of the expenditure to a DBE Material Supplier will be counted toward the DBE goal. A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite

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transactions are not Material Suppliers. Material Suppliers may provide materials to the Contractor, a Subcontractor, or other firm working on the contract for installation.

5. Brokers/Manufacturer's Representatives. 100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal(s), provided they are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. Brokers may supply materials to the Contractor, Subcontractor, or other firm working on the contract.

6. Services. 100% of the expenditure for fees charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract will be counted toward the DBE goal(s), provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

7. Trucking Operations. A DBE trucking firm shall own and operate at least one registered, insured, and fully operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible. The DBE trucking firm shall control the day-to-day DBE trucking operations, and shall be responsible for: (1) Negotiating and executing rental/leasing agreements; (2) Controlling the work force; (3) Coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) Scheduling and dispatching trucks.

a. DBE Owned/Leased Trucks. 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

b. Other DBE Trucks. The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

c. Non-DBE Trucks. The DBE may obtain trucks from a non-DBE, including an owner/operator. Only the value of the fee or commission that the DBE receives as a result of the arrangement with the non-DBE will be counted toward the DBE goal.

E. Conditions of Participation. DBE participation will be counted toward meeting the DBE contract goal(s), subject to the following conditions:

1. Commercially Useful Function. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. Regardless of whether an arrangement between the Contractor and the DBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal(s) and shall

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take all necessary and reasonable steps to backfill the participation. Additionally, a DBE not performing a commercially useful function may, in some instances, warrant further investigation of the DBE's certification status or review of the DBE for fraud. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. Commercially useful function determinations by the Department are subject to review by the Federal Highway Administration (FHWA) but the determination may not be administratively appealed to USDOT.

2. Work Force. The DBE shall employ a work force, (including administrative and clerical) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. The DBE shall perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.

3. Supervision. All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

4. Materials. DBE Subcontractors shall negotiate price, determine quality and quantity, order and pay for the material(s) required to perform the work.

5. Equipment. DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. The DBE shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates, and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

F. Not Used.

G. Good Faith Efforts. To determine whether a bidder that has failed to meet the DBE contract goal(s) may receive the contract, the Department, in consultation with NYSDOT, will decide whether the efforts the Bidder made to obtain DBE participation were "good faith efforts" to meet the goal(s). Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal(s).

In order to award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department, in consultation with NYSDOT, will determine that the Bidder's good faith efforts were those that, given all relevant circumstances, a bidder actively and aggressively seeking to meet the goal(s) would make.

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When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall continuously review items that are available for DBE participation, especially before the beginning of a new construction season and when significant new items of work are added to the contract, and conduct additional DBE solicitation.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. a. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- b. The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
4. a. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to

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perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. a. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- b. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

H. DBE Pre-Award Utilization Package. Together with its bid, each bidder shall submit a completed DBE Schedule of Utilization, as outlined below.

Low Bidders that do not have access to the approved civil rights reporting software shall contact the Department for guidance on submission of the Utilization Package. As soon as practicable, but not later than prior to the first contract payment, the Contractor shall enter all current utilization data into the approved civil rights reporting software.

For each DBE Subcontractor, the Low Bidder shall indicate the contract pay item number(s) of the work to be performed. The Low Bidder shall explain, in writing, the scope of work to be performed by the DBE for any item which is not completely performed by the DBE Subcontractor. This does not include items for which the Contractor is performing less than the total contract quantity for that item.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Low Bidder shall indicate the contract pay item number(s) of the material to be manufactured, fabricated, supplied, or otherwise provided. If the material, equipment or service does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific

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contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Operation, the Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates. The Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Low Bidder shall provide copies of all lease agreements utilized by the DBE.

If the Low Bidder has met or exceeded the established DBE goal(s) for the contract utilizing certified DBEs it is not necessary to submit documentation of good faith efforts.

If the Low Bidder has not met the DBE goal(s), it shall submit the *Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all envelopes of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that are not included in the *DBE Schedule of Utilization*, and relevant non-DBE quotations with an explanation for the Bidder's action in each case.

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved *DBE Utilization Worksheet*.

1. Bidder's Failure to Comply With DBE Program Requirements. The Department's acceptance of the Low Bidder's bid is conditioned upon the Low Bidder's fulfillment of the DBE utilization requirements. If the Low Bidder fails to submit a complete DBE utilization package with its bid and/or fails to attain the DBE utilization goal(s) and to satisfactorily document its good faith efforts, the bid shall be declared non-responsive and the deposit may be subject to forfeiture pursuant to Section 27 of the Information for Bidders. The Low Bidder, upon receipt of written notification of its failure to comply with the DBE utilization requirements shall have 5 work days to carry out the corrective action(s) described in the notification.

If the Department determines that the Low Bidder has failed to meet the good faith effort requirements, the Department will, before awarding the contract, provide the Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination that the Low Bidder failed to meet the goal(s) or make adequate good faith efforts to do so. As part of this reconsideration, the Low Bidder shall have the opportunity to provide written documentation or argument and to meet in person with the Department's reconsideration official concerning the issue of whether it met the goal(s) or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal(s) or make adequate good faith efforts to do so.

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"BUY AMERICA" REQUIREMENTS & WAIVERS

BUY AMERICA In accordance 41 U.S.C. §10a et. seq., 23 CFR 635.410 and Section 146 of the State Finance Law permanently incorporated predominantly steel and/or iron products materials shall be domestically produced, regardless of the percentage they comprise in a manufactured product, or form they take.

The Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials that are subject to Buy America requirements, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

To qualify as domestic, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as iron ore, limestone, waste products, etc., which are used in the manufacturing process to produce the steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel or iron billets is not acceptable under Buy America.

A. Control of Materials. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. In the event the contract is awarded based on using only domestic steel and/or iron materials, the Contractor shall supply only domestic steel and/or iron materials and will be paid the domestic bid prices. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws. The Contractor shall inform all affected Subcontractors and material suppliers of these specific requirements and ascertain that steel and/or iron materials being supplied is in conformance with these requirements.

B. Waivers. Waivers to the Buy America requirement may be requested by the Contractor if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

Provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

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CERTIFICATIONS AND TRACKING OF FOREIGN STEEL AND/OR IRON. In order to ensure compliance with this contract requirement, all manufacturer's certifications for steel and/or iron and items including steel and/or iron must contain a statement of domestic origin, and material suppliers must certify that what they provide is the same material certified by the manufacturer. If the material or product certification does not properly identify conformance to the specification the product will be rejected and must be removed from the project site. If however the manufacturer and/or material supplier requests to leave the product in place and provide a revised certification only, the revised certification must be accompanied with a letter of explanation to the satisfaction of the Resident Engineer. The explanation shall indicate the basis for using the revised certification rather than the original supplied. The letter shall also include corrective action to assure that future certifications will be representative of the material or product supplied. The letter must be signed by a company representative that can legally bind the firm.

If the Contractor proposes to use foreign steel/iron in small amounts under the threshold, the amount allowed will be based on the material price to the Contractor, as verified by invoice and approved by the Resident Engineer. The amount is cumulative for the entire contract, so subsequent requests will have to be added to any previous requests before comparison to the allowable threshold.

The "Buy America" contract specification does not apply to iron or steel that is to be used for temporary means which will be removed during or at the end of the project.

DEFINITIONS:

Steel - Steel material of any type, including welding rod.

Iron - Iron material of any type, including cast and ductile iron, but not pig iron.

Domestic - The 50 States, the District of Columbia, Puerto Rico and territories/possessions of the US.

Foreign - Any location other than those defined as Domestic.

Manufacturing Processes - Steel and/or iron manufacturing processes must be domestic; e.g. manufacture, fabrication, grinding, drilling, welding, finishing and coating of steel. Ore, scrap, and pig iron may be foreign or domestic; however, transformation into steel and/or iron and all subsequent processes and fabrication must be domestic. The fabrication of composite items using domestic steel (e.g. casting reinforced concrete box culvert using reinforcing cut and bent to final shapes) is not considered a manufacturing process, and the composite item is acceptable.

Fabricated Product Containing Steel and/or Iron - Items, products or materials containing any amount of steel and/or iron materials; e.g., a metal pipe may be steel or iron, a reinforced concrete pipe contains steel, a prestressed beam contains steel, iron castings are iron, a steel beam is steel and steel laminated bridge bearings contain steel.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Department seeks to ensure nondiscrimination in employment under all Department contracts. The Contractor shall comply with the following Equal Employment Opportunity (EEO) requirements. *Goals for Equal Opportunity Employment Participation* are listed in the required contract provisions section of the contract proposal. The covered area is the county or counties in which the work is located.

For Federal-Aid contracts, Equal Employment Opportunity provisions are also found in Attachment "A" - *Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273*.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A. Statutory Authority. The Federal statutory authority for Equal Employment Opportunity provisions is contained in 23 U.S.C. 140(a), and Executive Order 11246. State statutory authority is contained in Section 85 of the Highway Law, Section 428 of the Transportation Law, and NYS Executive Law Articles 15 and 15-A. Regulations have been promulgated under 23 CFR 230, 41 CFR 60, 49 CFR 21, and 5 NYCRR 140-145.

B. Definitions.

For Federal-Aid contracts, a minority group member is defined under this subsection as someone who is, and can demonstrate membership in, one of the following groups:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

C. Employment Goals. An employment goal(s) for minorities and a separate goal for women are presented in the contract documents. The Contractor shall provide equal employment opportunity and shall take affirmative action for all minority groups, both male and female; and women, both minority and non-minority. If the Contractor performs work outside of the covered area, it shall apply the goals established for the county where the work is actually performed. The Department will monitor the Contractor's attainments towards EEO goals in accordance with Attachment H - *Civil Rights Monitoring and Reporting*.

The goals set for the contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress in meeting its goals in each trade. The hours of minority and female employment and training shall be substantially uniform

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throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its contracts. The transfer of minority or female employees, apprentices, or trainees from contractor to contractor or from contract to contract for the sole purpose of meeting the Contractor's goals is a violation of the contract.

D. Contractor Obligations. The Contractor shall comply with all provisions of Federal Executive Order 11246 and the provisions of State and Federal laws and regulations. The Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall develop and implement an EEO policy in accordance with Attachment A, *Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273* and in accordance with Attachment B, *Standard Clauses for All New York State Contracts*.

1. Non-Discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

The Contractor shall not use the goals or affirmative action requirements to discriminate against any person because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

2. Solicitations. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or marital status.

3. Collective Bargaining Agreements. The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments to equal employment opportunities, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations.

4. Complaints of Alleged Discrimination. The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all available avenues of appeal.

5. Non-Compliance. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

6. Subcontracts/Purchase Orders. The Contractor shall include the provisions of Subsection D, *Contractor Obligations*, of this Attachment F, in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Affirmative Action Steps. The Contractor shall take specific affirmative actions to promote equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction contract. The Contractor shall specifically ensure that all forepersons, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Department when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by either the NYS Department of Labor or the US Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under E.2. above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, forepersons, etc., prior to the initiation of construction work at any contract site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.

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11. Validate all tests and other selection requirements in accordance with state and Federal laws, rules and regulations.

12. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for promotional opportunities through appropriate training, etc.

13. Ensure that seniority practices, labor classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

F. Associations. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations, provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

G. Hometown Plans (Federal-Aid Contracts Only). If a Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the USDOL in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors participating in Hometown Plans shall be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan. Each Contractor participating in an approved plan is individually required to comply with its obligation under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation and female participation are in the "Goals for Equal Employment Opportunity (EEO) Participation" section at the end of this Attachment "F".
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the five Boroughs of New York City.

**Standard Federal Equal Employment Opportunity Construction Contract
Specifications (Executive Order 11246)**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

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female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a

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minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any

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Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens and Richmond:

Electricians	9.0 to 10.2	Asbestos workers	22.8 to 28.0
Carpenters	27.6 to 32.0	Roofers	6.3 to 7.5
Steam fitters	12.2 to 13.5	Iron Workers (ornamental)	22.4 to 23.0
Metal lathers	24.6 to 25.6	Cement masons	23.0 to 27.0
Painters	26.0 to 28.6	Glaziers	16.0 to 20.0
Operating engineers	25.6 to 26.0	Plasterers	15.8 to 18.0
Plumbers	12.0 to 14.5	Teamsters	22.0 to 22.5
Iron Workers (structural)	25.9 to 32.0	Boilermakers	13.0 to 15.5
Elevator constructors	5.5 to 6.5	All others	16.4 to 17.5
Bricklayers	13.4 to 15.5		

GOAL FOR PARTICIPATION OF WOMEN

The last publication of a goal for the participation of women was April 7, 1978 (43 FR 14888, 14900). Pursuant to 41CFR 60-4.6, the 6.9% goal published on that date is hereby made the goal for all contracts and grant agreements, until further notice.

(No Further Text This Page)

STANDARDIZED CHANGED CONDITIONS CLAUSES

FHWA CHANGED CONDITION CLAUSES (23CFR635.109)

(1) Differing site conditions.

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by the engineer.

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work.

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete

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the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

MAJOR ITEM OF WORKS

The term "major item" of work shall mean any item for which the original bid price multiplied by the original contract quantity exceeds \$50,000 or 2% of the total contract bid price, whichever is less.

CIVIL RIGHTS MONITORING AND REPORTING

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system owned and maintained by the New York State Department of Transportation, and provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall submit complete, accurate, electronic data to the Department for each month, not later than the 15th of the following month, using the approved civil rights reporting software. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

A. Civil Rights Officer(s). The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the approved civil rights reporting software within 10 calendar days of any changes in these roles.

B. Workforce Participation Plan. At the pre-construction meeting, the Contractor shall submit a *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over \$10,000, together and coordinated with the contract progress schedule that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department and the Contractor have agreed upon has accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

C. Equal Employment Opportunity (EEO) Monitoring and Reporting. The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to; the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

1. Employee Utilization Data. The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding \$10,000 on a monthly basis showing hours worked for each payroll week, for each trade and classification, by gender and ethnicity. Employee utilization data shall include data from

ATTACHMENT "H"

the start of the contract up to and including the month being reported. For the purpose of determining utilization percentages, the hours of female and minority employment shall be tabulated separately and attainment percentages calculated separately.

2. Federal-Aid Highway Construction Contractors Annual EEO Report. The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15th, covering the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

3. Subcontractor Sanctions. *The Contractor shall carry out such sanctions and penalties for violation of Attachment F - Equal Employment Opportunity Requirements, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246.*

4. Contractor Compliance. If the Contractor fails to meet the EEO goal(s) for minorities or women, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s) or is in noncompliance with the nondiscrimination clauses, the Department may determine that one of the following actions should be taken:

- a. *entering into an agreement with the Contractor allowing the Contractor to cure the violation;*
- b. *revoking the Contractor's pre-qualification to bid or make proposals for future contracts;*
- c. *making a finding that the Contractor is in default of the Contract;*
- d. *terminating the Contract;*
- e. *declaring the Contractor to be in breach of Contract;*
- f. *withholding payment or reimbursement;*
- g. *determining not to renew the Contract;*
- h. *assessing actual and consequential damages;*
- i. *assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the EEO Requirements, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;*
- j. *exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance;*
or
- k. *taking any other appropriate remedy.*

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations.

ATTACHMENT "H"

OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

D. DBE Monitoring and Reporting. The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs. Attainments based on work completed by DBEs that are no longer certified will be counted towards the original contract goal, but will not be counted towards the overall corporate goal.

1. Monitoring Commercially Useful Function (CUF) by DBEs. Each DBE Subcontractor shall provide confirmation to the Engineer that the workforce provided meets the requirements of Attachment D, Subsection E.2, *Work Force*. Each DBE Subcontractor shall provide a copy of invoices for all material incorporated into the work to the Engineer, in order to confirm that the DBE has met the requirements of Attachment D, Subsection E.4, *Materials*. Each DBE Subcontractor shall provide a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer, in order to confirm that the DBE has met the requirements of Attachment D, Subsection E.5, *Equipment*.

The Contractor shall provide a copy of an invoice for all material provided by a DBE Manufacturer, Fabricator or Material Supplier to the Engineer. The Contractor shall provide a copy of a rental agreement with each DBE Equipment Rental firm to the Engineer. The Contractor shall provide a copy of an invoice that details the work product(s) provided from each DBE Professional Service to the Engineer.

2. Report of Payments to Subcontractors and DBEs. The Contractor shall report payments made to all Subcontractors and all DBEs, in order to measure goal attainment and to gauge the effect of DBE goal(s) on the industry. The Contractor shall submit payment data for all Subcontractors and for all DBEs approved by the Department that are due a payment or have received a payment within the last month. The Subcontractor or DBE shall acknowledge payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic funds transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the US Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor, or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate \$0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order that have not been approved. The Subcontractor or DBE shall acknowledge payment not later than 7 calendar days after receipt.

3. Revisions to DBE Utilization. The Contractor shall utilize the DBEs committed to to perform the work or supply materials for which each is listed. The Contractor shall obtain Department approval for substantial revisions in DBE utilization prior to implementing any proposed change through submission of a revised *DBE Utilization Worksheet* using

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the approved civil rights reporting software. Unless approval for revision is granted, the Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE utilization to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the same amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s).

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE utilization:

1. Adding, removing or substituting a DBE;
2. Adding new item(s) of work to a DBE within a NAICS Code for which the DBE is not currently approved;
3. Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.

The following modifications will not be considered a substantial revision in DBE utilization:

1. Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same NAICS Code to a DBE;
2. Substituting similar dollar values of work within NAICS Codes that the DBE is currently approved for;
3. Changes in utilization due to differences between estimated quantities and actual work performed.

a. DBE Program. In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Utilization plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the Contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract;
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;

ATTACHMENT "H"

- The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The Department has determined that the listed DBE is not a responsible contractor;
- The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract;
- Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

3. Contractor DBE Program Compliance. If the Contractor fails to meet the DBE utilization goal(s), to exert a good faith effort, or otherwise fails to comply with the DBE requirements, the Department may take further actions, as follows. The Department may determine that one of the following actions should be taken:

- a. entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- b. revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- c. making a finding that the Contractor is in default of the Contract;
- d. terminating the Contract;
- e. declaring the Contractor to be in breach of Contract;
- f. withholding payment or reimbursement;
- g. determining not to renew the Contract;
- h. assessing actual and consequential damages;
- i. assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the DBE program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

ATTACHMENT "H"

- j. exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- k. taking any other appropriate remedy.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

E. Apprenticeship Monitoring and Reporting. The Contractor shall report all apprenticeship participation as part of its Employee Utilization Data submitted monthly per Subsection C.1 of this Attachment "H". The Contractor shall provide, with the final request for payment, a Certification of Compliance that:

- a. lists all New York State Department of Labor approved apprenticeship programs utilized in the execution of the Contract;
- b. certifies that all apprenticeship participation has been submitted as part of the monthly Employee Utilization Data;
- c. certifies that the requirements of the above listed apprenticeship programs have been met.

F. Compliance Reviews. The New York State Department of Transportation and the Department conduct annual civil rights contract compliance reviews of selected Federal-aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the New York State Department of Transportation and the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

**False Claims Certification
(31 USC §3729, NYS Finance Law Article 13)**

Under the Federal False Claims Act, 31 US Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United State Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as: (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information; no proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims Acts, and that it has not and will not submit or caused to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions, against employees and officers who initiate a *Qui Tam* (public) action on behalf of the government or cooperate in the investigation of a false claim, are prohibited and are subject to an assessment of damages and penalties, under the provisions of the Federal and New York State False Claims Acts.

UNITED STATES DEPARTMENT OF TRANSPORTATION HOTLINE

Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the U.S. DOT HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday through Friday.

This HOTLINE is under the direction of the U.S. DOT's Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the State Inspector General. The Toll-Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday through Friday. The address of the Office of the Inspector General is P.O. Box 9, One Commerce Plaza, Albany, New York 12260.

ATTACHMENT "I"

(NO TEXT THIS PAGE)

ATTACHMENT "J"

MA 2A (03-09-33)
NYCDOT

**NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DEBARMENT HISTORY CERTIFICATION
CONTRACT NO. _____**

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, owner-ship or principal employees as the debarred, suspended or excluded person.

LOBBYING ACTIVITY CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Exhibit 1 annexed hereto)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ATTACHMENT "J"

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.)

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. 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 Federal Government when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT "J"

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

APPROVED BY OMB
0346-0046

REPORTING ENTITY: _____ PAGE _____ OF _____

Authorized for Local Reproduction - Standard form LLL

ATTACHMENT "K"

PROVISIONS RELATING TO THE NEW YORK STATE LABOR LAW, PREVAILING WAGES, AND THE USE OF CONVICT LABOR AND MATERIALS ON FEDERAL & STATE CONTRACTS

GENERAL PROVISIONS. All projects funded with Federal aid and let to contract in New York State shall conform to the provisions of the New York State Labor Law, except that in accordance with the authorization in Article 4, Section 85 of the New York State Highway Law, any provisions of the above referenced Labor Law which are in conflict with the following enumerated mandatory Federal Aid highway construction compliance requirements, as contained in Section 635 of the Code of Federal Regulations, Title 23-Highways, and other Federal legislation, rules, and regulations, as referenced below, are superseded:

CONVICT LABOR. No convict labor, unless performed by convicts who are on parole, supervised release, or probation, shall be employed in construction or used for maintenance or any other purposes at the site or within the limits of any Federal Aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the Owner.

SELECTION OF LABOR. No procedures or requirements shall be imposed by any state or municipal subdivision thereof which will operate to discriminate against the employment of labor from any other state, possession, or territory of the United States, in the construction of a Federal Aid project. The selection of labor to be employed by the Contractor on any Federal Aid project shall be of his/her own choosing.

WAGE RATES ON FEDERAL AID PROJECTS. Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics, and laborers who are employed on this project. Section 220 of the New York State Labor Law, as amended, requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which shall be included in the contract documents. Such schedules may be amended or supplemented from time to time, and such amendments or supplements shall be forwarded to the Contractor.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40 USC, Section 276-a), the schedule of which shall also be included in the contract documents.

On-site materials suppliers, in addition to all subcontractors, are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing the on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and supplements as determined under Section 220 of the New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project.

ATTACHMENT "K"

CONSTRUCTION BY FEDERAL AGENCIES. When construction on Federal Aid highways is being performed by any Federal agency under its procedures and by Federal contract, the labor standards relating to direct federal contracts shall be applicable.

NON-DISCRIMINATION. Employment shall be provided without regard to race, color, religion, sex, or national origin.

CONVICT-PRODUCED MATERIALS. The use of convict-produced materials on any Federal or Federally-assisted contract must comply with the following requirements:

a. Materials produced by convict labor may only be incorporated in a Federal Aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison; or
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal Aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal Aid highway construction during the 12-month period ending July 1, 1987.

b. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1997, produced materials for use in Federal Aid highway construction projects.

c. Standard State and Federal Aid contract procedures may be used to assure compliance with the requirements of this paragraph.

FEDERAL WAGE RATES

The following pages contain the Federal Wage Rates in effect at the time of bidding. Current rates can be found at: www.wdol.gov/wdol/scafiles/davisbacon/ny3.dvb

General Decision Number: NY180003 09/07/2018 NY3

Superseded General Decision Number: NY20170003

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Bronx, Kings, New York, Queens and Richmond
Counties in New York.

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories),
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	02/16/2018
5	04/06/2018
6	04/20/2018
7	05/18/2018
8	05/25/2018
9	06/29/2018
10	07/27/2018
11	08/17/2018
12	08/31/2018
13	09/07/2018

ASBE0012-001 01/01/2018

Rates

Fringes

Asbestos Workers/Insulator
Includes application of

all insulating materials,
 protective coverings,
 coatings and finishes to
 all types of mechanical
 systems.....\$ 70.47 35.25
 HAZARDOUS MATERIAL HANDLER.....\$ 39.00 12.75

 BOIL0005-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 55.23	33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

 BRNY0001-001 07/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 60.18	26.84
MASON - STONE.....	\$ 62.67	30.59

 BRNY0001-002 07/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 52.62	26.12

 BRNY0004-001 01/01/2018

	Rates	Fringes
MARBLE MASON.....	\$ 58.53	36.22

 BRNY0007-001 07/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 53.03	34.26
TERRAZZO WORKER/SETTER.....	\$ 54.63	34.28

 BRNY0020-001 01/01/2018

	Rates	Fringes
MARBLE FINISHER.....	\$ 46.66	34.03

 BRNY0024-001 01/01/2018

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS.....	\$ 40.89	26.69

BRNY0052-001 06/05/2017

	Rates	Fringes
Tile Layer.....	\$ 49.97	26.96

BRNY0088-001 01/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 53.45	34.77

CARP0001-009 07/01/2016

	Rates	Fringes
CARPENTER		
Carpenters.....	\$ 52.50	45.58
Soft Floor Layers.....	\$ 50.50	45.18

CARP0740-001 07/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 52.70	52.61

CARP1556-006 07/01/2018

	Rates	Fringes
Dock Builder & Piledrivermen		
DOCKBUILDERS.....	\$ 53.63	50.07

CARP1556-007 07/01/2018

	Rates	Fringes
Diver Tender.....	\$ 48.24	50.07
Diver.....	\$ 67.94	50.07

CARP1556-011 07/01/2018

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 49.10	49.37

ELEC0003-001 05/10/2017

	Rates	Fringes
ELECTRICIAN		
Electricians.....	\$ 56.00	70.718%+14.75+a
Jobbing, and maintenance		
and repair work.....	\$ 28.50	51.243%+7.50+a

PAID HOLIDAYS:

a. New Years Day, Martin Luther King, Jr.'s Birthday,

Washington's Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Election Day, Thanksgiving Day,
the day after Thanksgiving Day, and Christmas Day

ELEC1049-001 04/02/2017

QUEENS COUNTY

	Rates	Fringes
Line Construction (Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment)		
Groundman.....	\$ 32.31	21.94
Heavy Equipment Operator....	\$ 43.08	25.27
Lineman and Cable Splicer....	\$ 53.85	28.62
Tree Trimmer.....	\$ 30.09	14.12

ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	42.103+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0014-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

(HEAVY & HIGHWAY)

GROUP 1.....	\$ 92.76	31.15
GROUP 2.....	\$ 76.51	31.15
GROUP 3.....	\$ 78.96	31.15
GROUP 4.....	\$ 77.07	31.15
GROUP 5.....	\$ 75.55	31.15
GROUP 6.....	\$ 72.53	31.15
GROUP 7.....	\$ 73.90	31.15
GROUP 8.....	\$ 71.78	31.15
GROUP 9.....	\$ 70.24	31.15
GROUP 10.....	\$ 67.16	31.15
GROUP 11.....	\$ 62.73	31.15
GROUP 12.....	\$ 64.13	31.15
GROUP 13.....	\$ 64.63	31.15
GROUP 14.....	\$ 48.73	31.15
GROUP 15.....	\$ 45.27	31.15

POWER EQUIPMENT OPERATOR**(PAVEMENT-HEAVY & HIGHWAY)**

Asphalt Plants.....	\$ 59.14	31.15+a
Asphalt roller.....	\$ 69.91	31.15+a
Asphalt spreader.....	\$ 71.78	31.15+a

POWER EQUIPMENT OPERATOR**(STEEL ERECTION)**

Compressors, Welding Machines.....	\$ 45.34	31.15
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks.....	\$ 76.43	31.15
Three drum derricks.....	\$ 79.54	31.15

POWER EQUIPMENT OPERATOR**(UTILITY)**

Horizontal Boring Rig.....	\$ 68.25	31.15
Off shift compressors.....	\$ 56.70	31.15
Utility Compressors.....	\$ 44.98	31.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS**GROUP 1: Tower crane**

GROUP 2: Rubber Tire Backhoes over 37,000 lbs, Track Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels**GROUP 6: All drills, and machines of a similar nature**

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons), well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50

150' to 249' boom - add .75

250' to 349' boom - add 1.00

350' to 450' boom - add 1.50

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75

150' to 249' boom - add 2.00

250' to 349' boom - add 2.25

350' to 450' boom - add 2.75

Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; Election Day; Thanksgiving Day; and Christmas Day; provided the employee works one day the payroll week in which the holiday occurs.

ENGI0014-002 07/01/2016

	Rates	Fringes
Power Equipment Operator		
BUILDING & RESIDENTIAL		
GROUP 1.....	\$ 71.85	31.15+a
GROUP 2.....	\$ 76.12	31.15+a
GROUP 3.....	\$ 69.39	31.15+a
GROUP 4.....	\$ 63.12	31.15+a
GROUP 5.....	\$ 47.26	31.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add 1.75
 150'-249' boom - add 2.00
 250'-349' boom - add 2.25
 350'-450' boom - add 2.75
 Tower cranes add 2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

 ENGI0015-001 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 60.69	32.95
GROUP 4.....	\$ 57.42	32.95
GROUP 5.....	\$ 39.70	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cherrypickers 20 tons and over and loaders (rubber-tired and/or tractor type with a manufacturer's rated capacity of six cubic yards and over

GROUP 2: Rubber Tire Backhoes up to and including 37,000 lbs, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) and machines of a similar nature, Boat Captains, Boat Operators, operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of a similar nature, Vac-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers, and Turn-a Pulls, Tugger Hoist (used exclusively for handling excavated

material), Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers, Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers, Loaders- Rubber-tired and Tractor, Barber Greene, Eimco Loaders and Eimco Backhoes, Mighty Midget and similar breakers and tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature, Locomotives ten (10) tons or under, Mini-Max, Break-Tech and machines of a similar nature, Milling Machines, robotic and demolition machines and machines of a similar nature including Bobcat, Pile Rig Rubber-tired Excavator (37,000 lbs. and under), 2 man auger

GROUP 3: Minor Equipment such as Tractors, Post Hole Diggers and Drivers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers (five (5) tons and under), Tugger Hoists, Dual Purpose Trucks, Fork Lifts and Dempsey Dumpsters

GROUP 4: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) gradalls and concrete pumps or similarly equipment manned by two-men

GROUP 5: Oilers for the following equipment: (all gasoline, electric, diesel, or air operated) shovels, cranes (draglines), backhoes, pavers, trenching machines, gunite machines, compressors (3 or more in battery)

Premiums for Cranes:

100'-149' boom - add	1.75
150'-249' boom - add	2.00
250'-349' boom - add	2.25
350'-450' boom - add	2.75
Tower cranes add	2.00

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

ENGI0015-002 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
BUILDING		
GROUP 1.....	\$ 65.94	32.95
GROUP 2.....	\$ 63.98	32.95
GROUP 3.....	\$ 57.42	32.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Oiler

GROUP 2: Oilers on Crawler Cranes, Backhoes, Trenching machines, Gunite machines, Compressors (3 or more in Battery)

GROUP 3: Gradalls: Concrete Pumps, Power Houses - All equipment in same is manned by two (2) men only, Driving Truck Cranes

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

IRON0040-002 07/01/2018

BRONX, NEW YORK, RICHMOND

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 50.70	75.42

IRON0046-003 07/01/2018

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 56.28	22.62

IRON0197-001 07/01/2018

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 49.34	39.46

IRON0361-002 07/01/2018

KINGS, QUEENS

	Rates	Fringes
Ironworkers: (STRUCTURAL).....	\$ 50.70	75.42

IRON0580-001 07/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 44.65	53.62

LAB00006-001 07/01/2016

	Rates	Fringes
LABORER (Cement and Concrete Workers).....	\$ 42.48	17.35

LAB00029-001 07/01/2017

	Rates	Fringes
Laborers: Heavy		

Blasters (hydraulic trac drill).....	\$ 47.15	35.49
Blasters.....	\$ 46.27	35.49
Hydraulic Trac Drill.....	\$ 41.29	35.49
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker.....	\$ 39.34	35.49
Powder Carriers.....	\$ 35.17	35.49

LAB00078-001 12/01/2016

	Rates	Fringes
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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).....

\$ 36.00	16.20
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LAB00079-001 07/01/2017

	Rates	Fringes
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Laborers Building Construction

Common or General Laborer...\$ 40.15

Demolition Laborers

Tier A.....\$ 38.48

Tier B.....\$ 27.06

Mason Tenders.....\$ 39.80

28.34

26.17

19.38

27.30

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior petitions and structural petitions that can consist of sheet rock, block or masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LAB00147-001 07/01/2016

	Rates	Fringes
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LABORERS (FREE AIR & TUNNEL).....\$ 72.67 47.72

Maintenance Men, Inside Muck Lock Tenders, Pump Men,
Electricians, Cement Finishers, Caulkers, Hydraulic Men,
Shield Men, Monorail Operators, Motor Men, Conveyor Men,
Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men
Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout
Men, Gravel Men, Form Workers, Concrete Workers, Tunnel
Laborers, Mole Nipper (one (1) Mole Sipper per Working
Shaft per Shift for up to and including Two (2) Moles

LAB00731-001 07/01/2016

	Rates	Fringes
LABORER		
Building, Heavy and		
Residential Construction		
LABORER: (Asbestos, Lead,		
Hazardous Waste Removal		
(including		
soil)/CEMENT/CONCRETE.....\$ 41.00		38.53
UTILITY LABORER.....\$ 40.85		38.53

Paid Holidays: Labor Day and Thanksgiving Day

LAB01010-001 07/01/2018

	Rates	Fringes
Laborers:		
HIGHWAY CONSTRUCTION		
Fence Installer & Repairer.\$ 42.48		42.21
FORMSETTERS.....\$ 46.35		42.21
LABORERS.....\$ 42.48		42.21
Landscape Planting &		
Maintenance.....\$ 42.48		42.21
Maintenance Safety Surface.\$ 42.48		42.21
Slurry/Sealcoater/Play		
Equipment Installer.....\$ 42.48		42.21
Small Equipment Operator		
(Not Operating Engineer)...\$ 42.48		42.21
Small Power Tools Operator.\$ 42.48		42.21

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day,
Columbus Day, Election Day and Thanksgiving Day, provided
the employee has worked one (1) day in the calendar week in
which the said holiday occurs.

LAB01010-002 07/01/2018

	Rates	Fringes
Laborers-Asphalt Construction:		

Micro Paver.....	\$ 46.95	42.21
Raker.....	\$ 46.35	42.21
Screedperson.....	\$ 46.95	42.21
Shoveler (Production Paving Only).....	\$ 42.48	42.21
Small Equipment Operator (Asphalt).....	\$ 42.48	42.21

PAIN0009-001 05/01/2018

	Rates	Fringes
GLAZIER.....	\$ 29.05	18.88
PAINTER		
Painters, Drywall Finishers, Lead Abatement Worker.....	\$ 45.70	27.67
Spray, Scaffold and Sandblasting.....	\$ 48.70	27.67

PAIN0806-001 10/01/2017

	Rates	Fringes
Painters: Structural Steel and Bridge..	\$ 49.50	38.93

PAIN1974-001 06/28/2018

	Rates	Fringes
Painters: Drywall Tapers/Pointers.....	\$ 47.82	25.21

PLAS0262-001 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

PLAS0262-002 08/01/2018

KINGS AND QUEENS COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 45.58	26.52

PLAS0780-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 51.97	33.56

PLUM0001-001 07/01/2018

	Rates	Fringes
PLUMBER		

MECHANICAL EQUIPMENT AND SERVICE

Any repair and/or replacement of the present plumbing system that does not change the

existing roughing.....	\$ 41.55	16.61
PLUMBERS:.....	\$ 68.40	33.80

PLUM0638-001 12/28/2016

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 26.30	2.55
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 61.81	48.30

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008-003 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 42.50	33.37

SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

* TEAM0282-001 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
Asphalt.....	\$ 43.43	48.7025+a
Euclids & Turnapulls.....	\$ 43.53	48.7025+a
High Rise.....	\$ 51.36	48.7025+a

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence; sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 5, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

A. NOTICE TO BIDDERS

- (1) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (2) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (3) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (4) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (5) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (6) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (7) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 FED" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.
- (8) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.
- (9) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

- (10) The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.
- (11) The Contractor shall exercise extreme caution and take all necessary precautions in placing sheeting and excavating to prevent any damage to the existing NYC TRANSIT'S subway structures and its appurtenances during construction work throughout the project area. The Contractor shall take full responsibility to protect the said NYC TRANSIT'S subway structures and its appurtenances and any damage caused by the Contractor's operations shall be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.
- (12) The Contractor shall submit shop drawings to NYC Transit Authority showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing TA's structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design shall be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work shall be deemed included in the price bid for all items of work under this contract.

(NO FURTHER TEXT ON THIS PAGE)

B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) Refer to Subsection 10.21 - Contractor To Notify City Departments, Page I-13:
Add the following to Subsection 10.21:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Peter Gordon, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Michael Lofesse/Ghanshyam Patel - Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

(3) N.Y.C. TRANSIT AUTHORITY

- (a) The Contractor shall notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor shall contact:

Mr. Mohamed Adam, P.E.
Project Engineer-Outside Projects
New York City Transit
2 Broadway, 7th Floor
New York, N.Y. 10004
Attention Ms. Alina Avadanei
Telephone No. (646) 252-3641

- (b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (c) In addition, the Contractor is advised that construction operations might affect subway lines and stations; and NYCT facilities (i.e. manholes, ducts, etc.). The Contractor must notify the Transit Authority if subway lines, stations and/or NYCT facilities would be affected by the construction operations.

- (2) **Refer** to Subsection 10.25 - Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s), Page I-14:
Add the following to Subsection 10.25:

(A) NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

(B) NYC TRANSIT INSURANCE REQUIREMENTS

N.Y.C. TRANSIT INSURANCE: The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

(1) The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

(A) Workers' Compensation Insurance - (including Employer's Liability Insurance) with limits as specified in Schedule "A", which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.

(B) Commercial General Liability Insurance - (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule "A" for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permitter/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

(C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in Schedule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

(D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule "A".

(E) Environmental/Pollution Exposures:

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permittor and will be confirmed to the parties prior to the start of the work.

(2) General Requirements Applicable To Insurance Policies:

- (a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittor/MTA and shall deliver evidence of such policies.
- (b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO) or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittor containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- (c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittor:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F
Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittor c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittor/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittor/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittor/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittor/MTA policy available.

Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permitior/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- (d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permitior, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within thirty (30) days of the Binder Approval.
- (e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permitior Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- (f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- (g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitior, the Permitior shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

(3) **Refer to Subsection 10.30 - Contractor To Provide For Traffic, Page I-15:**

Add the following paragraph to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWPLZ004X.

(4) **Refer to Page IV-34:**

Add the following new **Section 40.14**:

**SECTION 40.14
WATER WITHDRAWAL PERMITS**

40.14.1 DESCRIPTION

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient

size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the "dry condition".

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Water Withdrawal Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601. This permit is required only in the Boroughs of Manhattan, The Bronx and Staten Island for any withdrawal system having a capacity to withdraw 100,000 gallons per day or more of groundwater, surface water or combination thereof, and
- (C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

40.14.2 QUALIFICATIONS

The Environmental Scientist utilized to perform the work required under this section must have a minimum of five (5) years experience and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

40.14.3 SUBMISSION OF DEWATERING PLAN

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor and the signature of the preparer.

40.14.4 DAMAGES

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

40.14.5 SYSTEM REMOVAL

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

40.14.6 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

(5) Refer to Subsection 70.13.1 A. – Mini-Piles (Grouted), Page VII-27:

Change: the pile capacity (second line and fifth line) from thirty ton to twenty ton:

This section covers additional requirements and specifications for the installation of rotary-drilled cast-in-situ **twenty (20)** ton capacity mini-piles as shown on the contract drawings and as directed by the Engineer. This section shall be used in conjunction with the requirements of Section 70.11 - Piles. The work consists of furnishing all necessary labor, materials and equipment to perform the work necessary to install permanent mini-piles of **twenty (20)** ton compressive capacity as per the specifications described herein and as shown on the contract drawings.

(6) Refer to Subsection 70.13.2 – Mini-Piles (Grouted), Page VII-28

Change the Outer Diameter from 8.625 inches to 13.375 inches (Item No. 3 – first line).

(3) Steel Shell: Minimum 36-ksi (yield strength); Minimum Outer Diameter of **13.375-inches**, with a Minimum Shell Thickness of five-sixteenths (5/16) of an inch.

(7) Refer to Subsection 70.13.3 A. – Mini-Piles (Grouted) Construction, Page VII-28:

Add the following paragraph to Subsection 70.13.3 A.

The tip of the casing shall be advanced at a minimum 7 feet into class 3B or better soil per the New York City Building Code, and at a minimum to el -57 per NAVD 88 or 12 inches in bedrock, whichever is shallower.

(8) Refer to Subsection 70.13.3 B – Mini-Piles (Grouted) Construction, Page VII-28

Change the Placing Reinforcement from No.8 to No.9 (first line):

(B) Placing Reinforcement: A **No. 9** all-thread reinforcing bar shall be used to reinforce each pile.

(9) Refer to Subsection 70.13.3C – Mini-Piles (Grouted) Construction, Page VII-28

Add the following Paragraph to Subsection 70.13.3 C.

The tip of the casing shall be retracted to the bottom of the clay layer as observed from the soil cuttings and rate of drilling, or at a minimum to elevation -45 per NAVD88, whichever is deeper. The minimum

required bond zone length shall be 7 feet into class 3B or better soil per the New York City Building Code, extending at a minimum to el -57 per NAVD 88 or 12 inches in bedrock, whichever is shallower.

(10) Refer to Subsection 70.13.5 – Mini-Piles (Grouted) Load Test

Delete the entire paragraph and replace it with the following paragraph:

Load test for 20-ton mini-piles is not warranted unless directed by the Engineer. In such case, Load test for mini-piles shall be in accordance with ASTM D1143 (Procedure B: Maintained Test), and as directed by the Engineer. The cost for mini-piles load test, including all material, labor and equipment shall be paid under bid Item No. 70.13MT - MINI-PILES, LOAD TEST.

(11) Refer to Subsection 70.13.6 B – Mini-Piles (Grouted) Installation Notes:

Replace drill rig specification (first and second line) with the following specification:

(B) The drilling equipment shall be a hydraulic mini-drill rig **capable of advancing and retracting the casing to and from the required depths between about 70 and 80 feet.** The drill shall have a self-contained hydraulic double acting cylinder grout pump capable of 600-psi pressure and hydraulic grout mixer.

(12) Refer to Subsection 70.13.6 D – Mini-Piles (Grouted) Installation Notes:

Change the pile reinforcement from No.8 to No.9 (first line)

(D) The pile shall be reinforced with **No. 9**, Grade 60, threadbar with spacers at ten (10) feet on centers and couplers as required. Threadbar shall be epoxy coated (ASTM A775) or approved equal.

(13) Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, Page VII-67:

Add the following to **Subsection 71.41.4:**

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWPLZ004X.

C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

- 1) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:, Page 4;
Add the following to Section 11:

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:, Page 5;
Add the following to Section 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION

This Section consists of ten (10) pages.

EP7 (1.0) - PAGES

**GAS COST SHARING (EP-7)
STANDARD SPECIFICATIONS**

NOTICE

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

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VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

**SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For National Grid Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities,

then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated

maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

- A. **Excavation:** Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheet piling shall be used when depth of excavation exceeds five (5) feet. The sheet piling 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 sheet piling has been placed, the Contractor shall remove portions of the sheet piling, as necessary, enlarge the test pits as directed, and replace the sheet piling 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 sheet piling (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate

barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.08 - "NO TEXT"

SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2")

thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel

traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

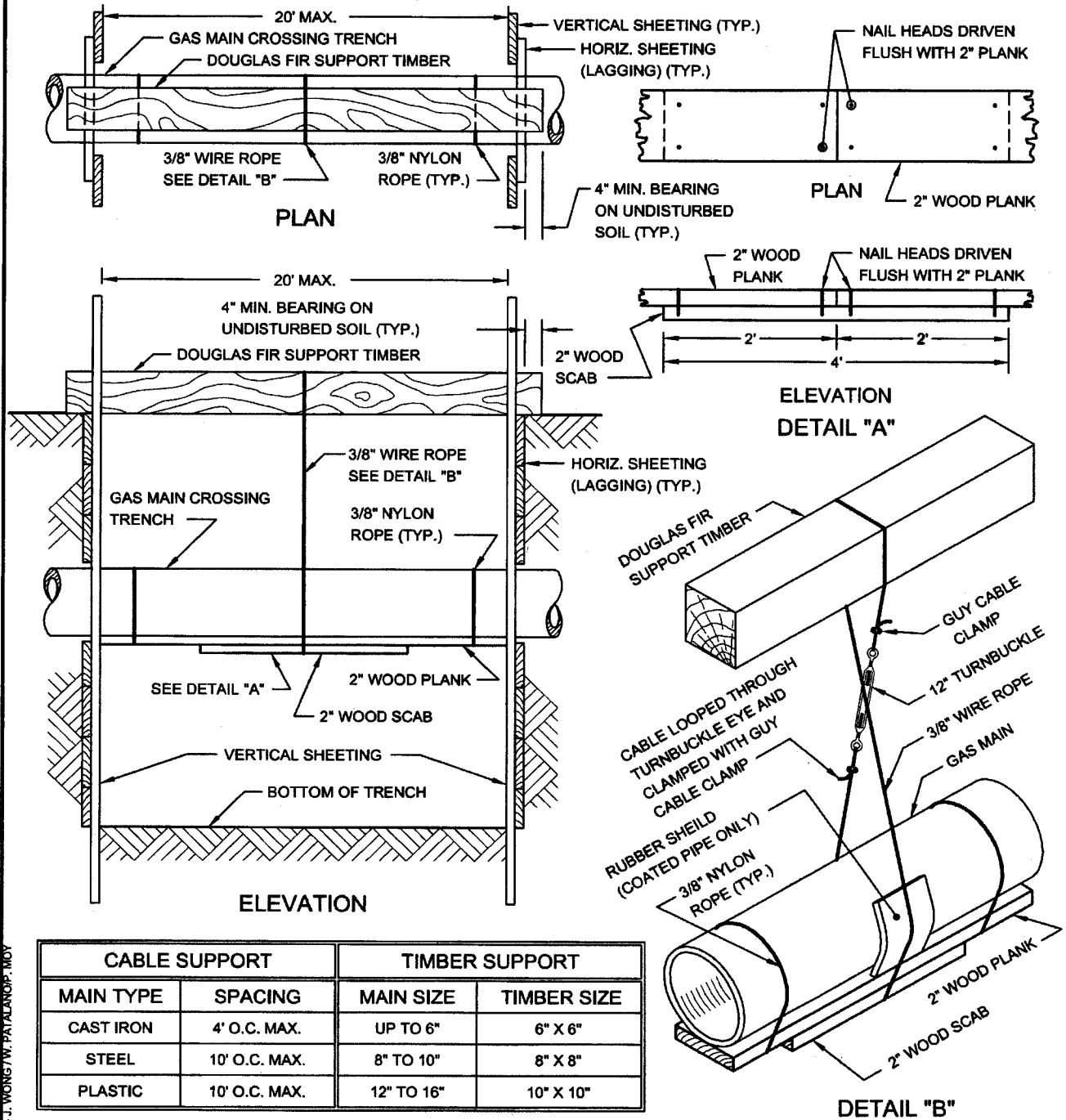
- | | |
|------------------|----------------------------------|
| 1. National Grid | - \$586.90 per Service/and Visit |
| 2. Con Edison | - \$524.00 per Service/and Visit |

IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

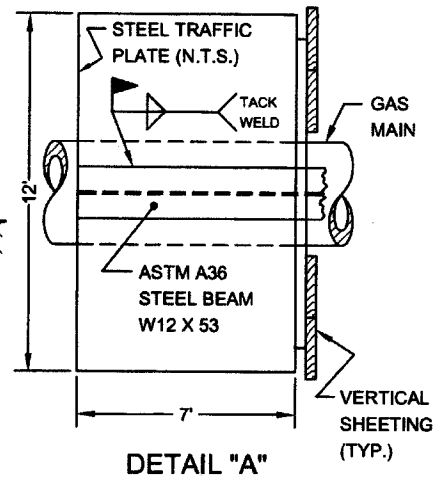
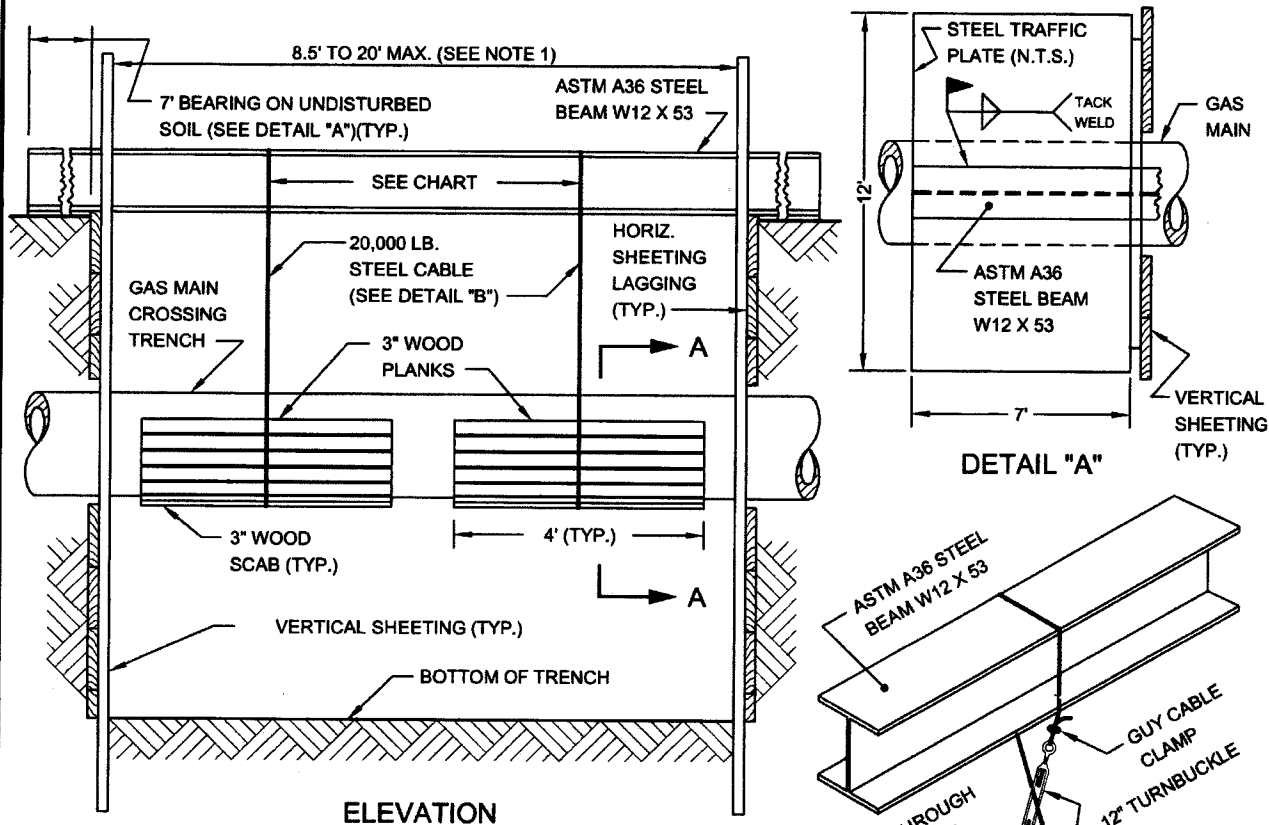
GAS COST SHARING WORK (SKETCH NO. 1) **SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING** **EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE**



REVISED OCT. 2004 - L. ADRIEN
 REVISED JUNE 1998 - J. WONG / W. PATAKOP / MOY

GAS COST SHARING WORK (SKETCH NO. 1A)

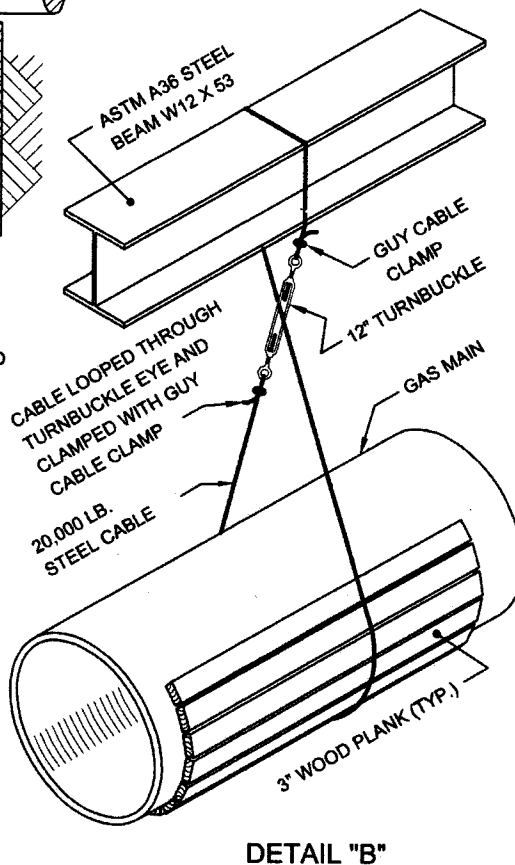
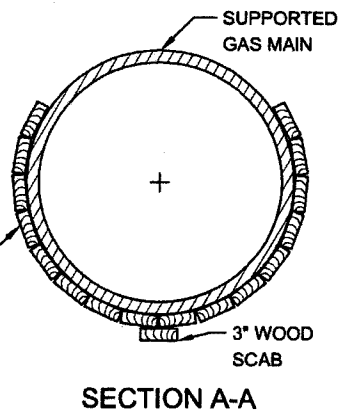
SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



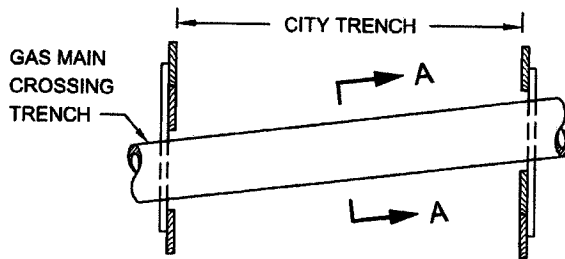
CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.

NOTES:

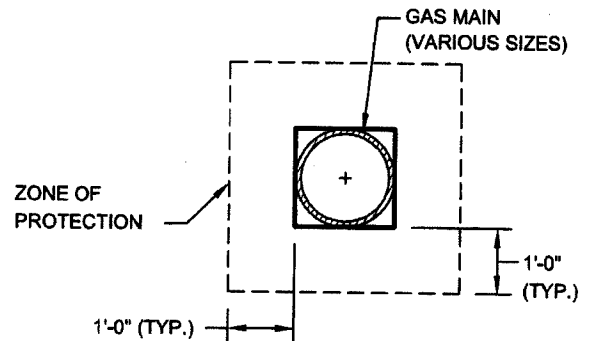
- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.



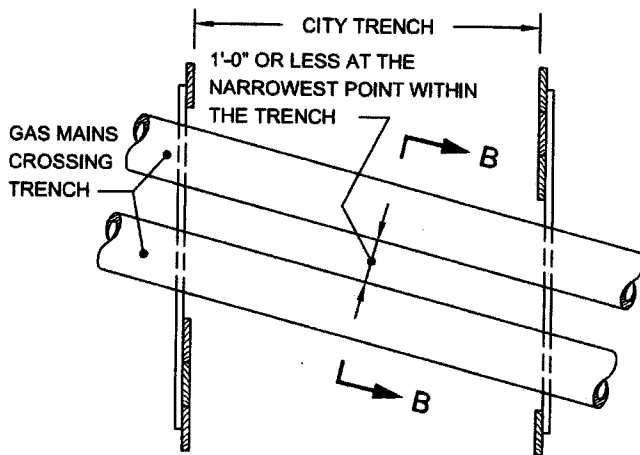
GAS COST SHARING WORK (SKETCH NO. 2) **TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS**



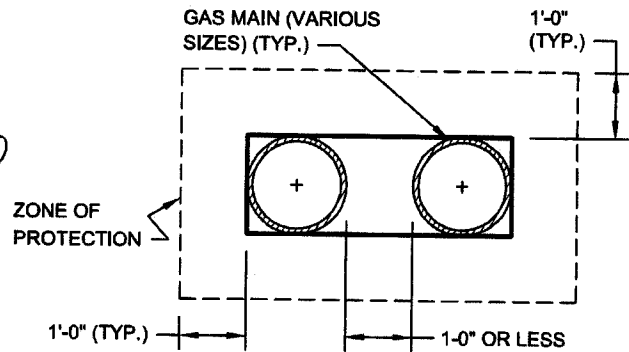
SINGLE FACILITY CROSSING



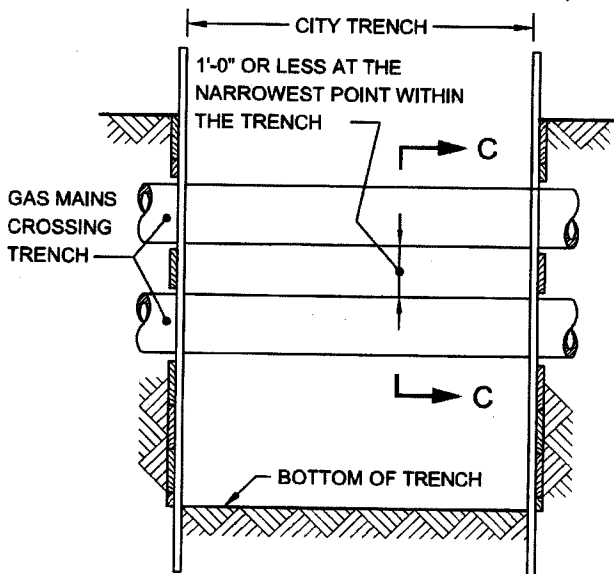
SECTION A-A



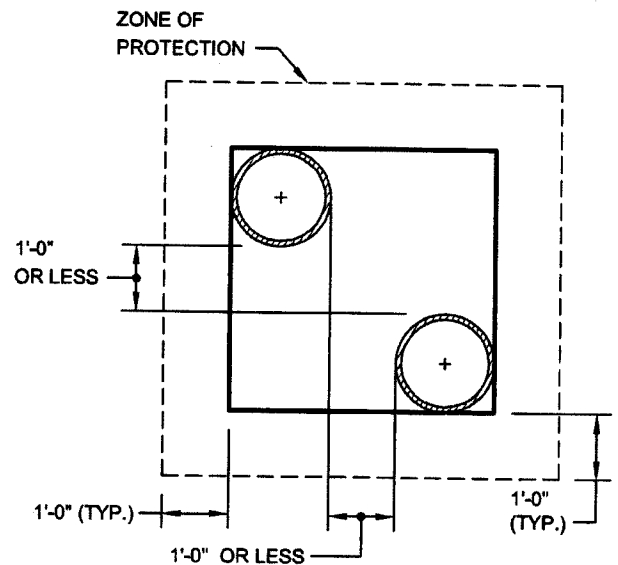
**MULTIPLE FACILITIES
 (GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
 (ONE CROSSING AT DIFFERENT ELEVATIONS)**

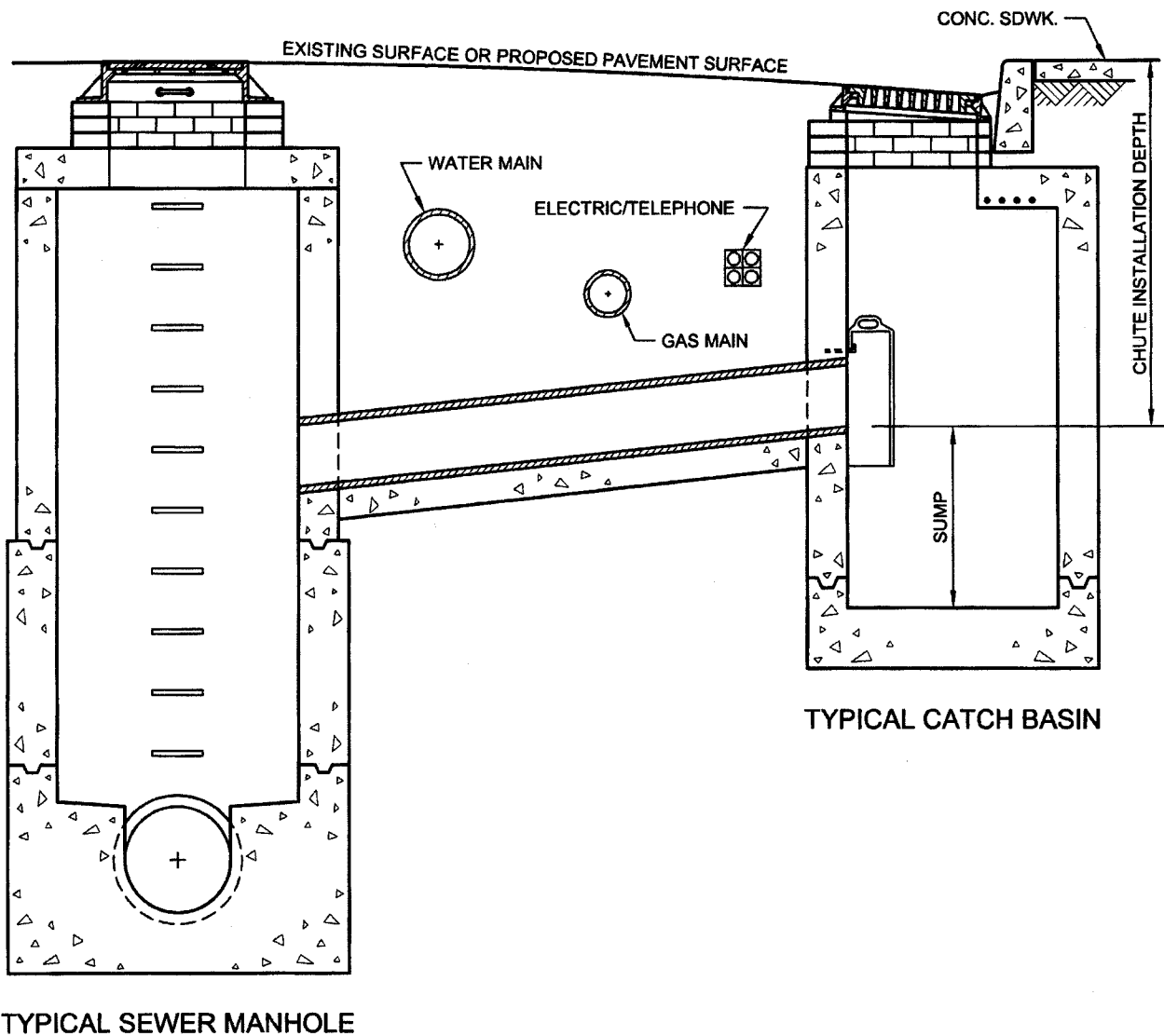


SECTION C-C

NOTE:

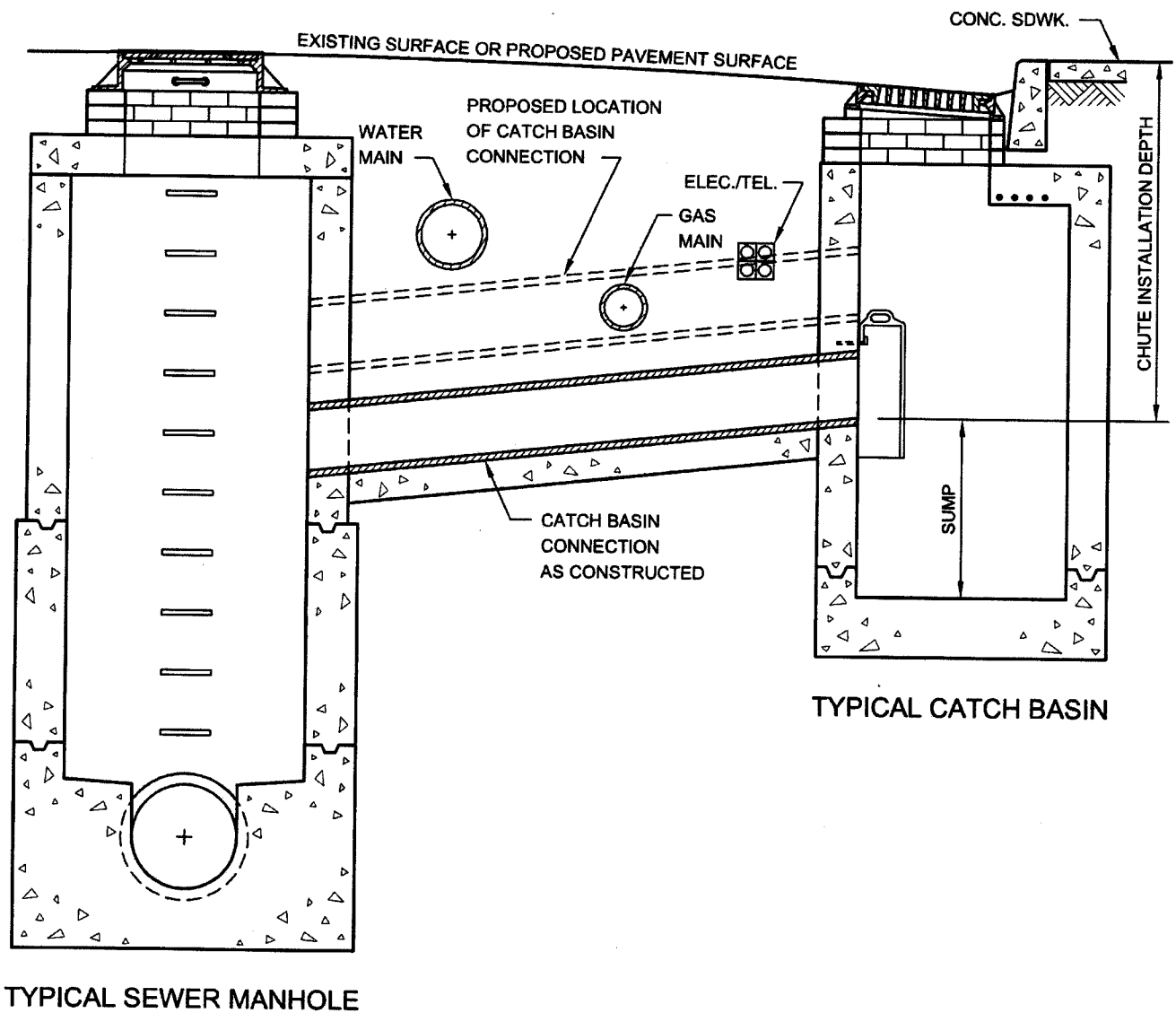
GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

GAS COST SHARING WORK (SKETCH NO. 3) **UTILITY CROSSINGS DURING CATCH BASIN CHUTE** **CONNECTION PIPE INSTALLATION**



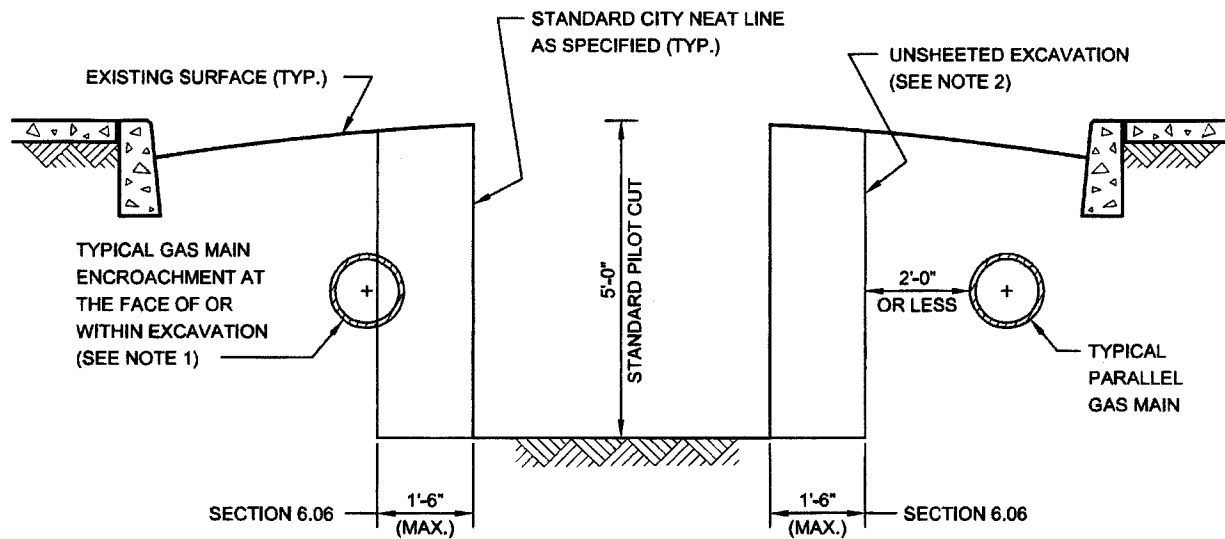
REVISED OCT. 2004 - J. ADRIEN
 REVISED OCT. 1998 - J. WONGW. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 4) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - J. ADRIEN
 REVISED OCT. 1998 - J. WONGW. PATALANOP. MOY

GAS COST SHARING WORK (SKETCH NO. 5) **GAS MAIN ENCROACHMENT ON AND/OR PARALLEL** **TO EXCAVATION OF UNSHEETED TRENCH**



NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

**V - PRELIMINARY GAS WORK TO BE PERFORMED BY
FACILITY OPERATOR.**

APPLICABLE TO ALL GAS DRAWINGS:

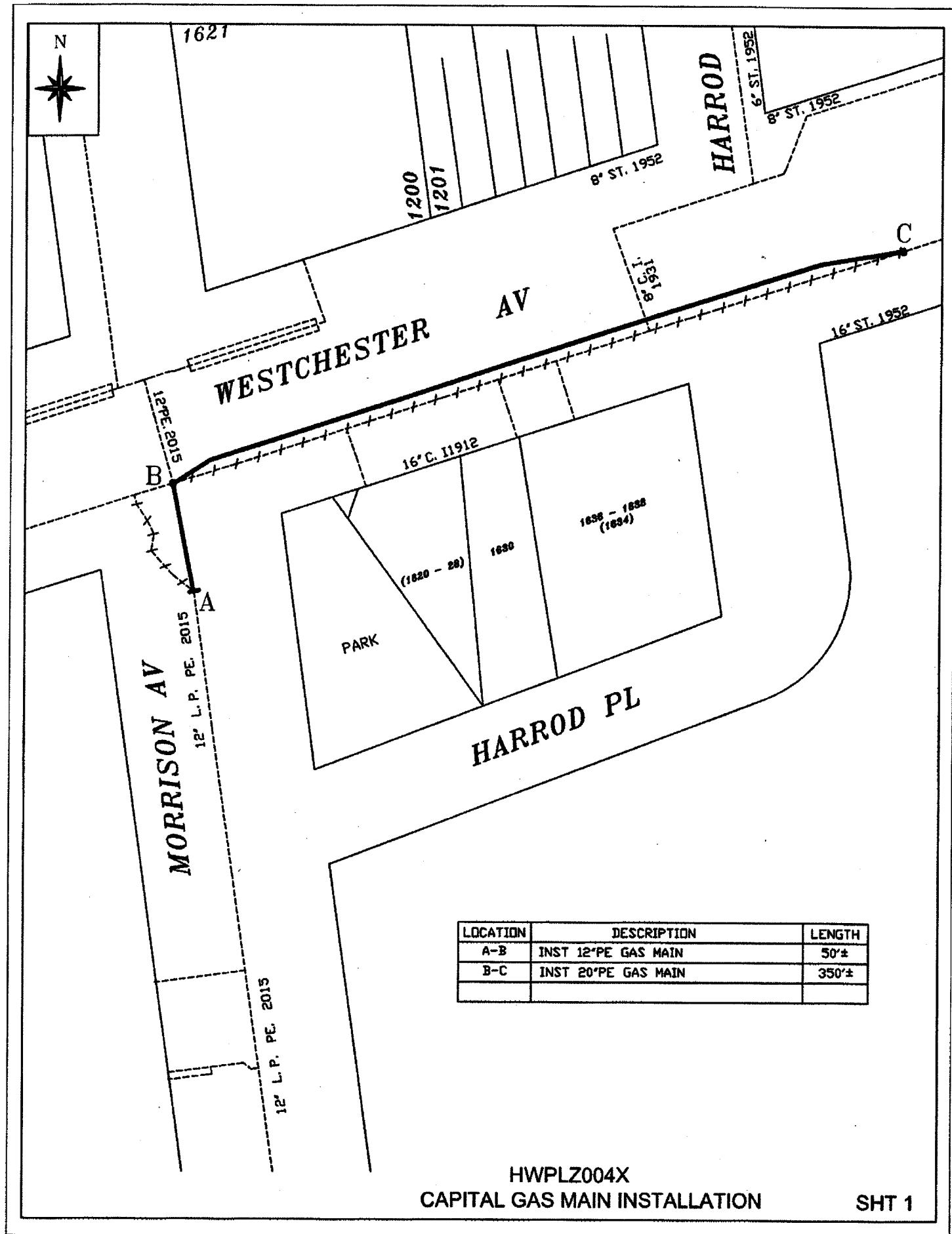
- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

Mr. O'NEIL A WRIGHT
Consolidated Edison Company
4 Irving Pl., 12th Floor
New York, NY 10003
212-460-3870

(NO TEXT IN THIS AREA, TURN PAGE)

GAS FACILITY COST ALLOCATION AGREEMENT
PROJECT NO. HWPLZ004X
CAPITAL GAS MAIN INSTALLATION

CONTR SHEET	LOC.	ON STREET	FROM	TO	ITEM	SIZE	TYPE	LENGTH	REIMB LENGTH	REMARKS
U2	A-B	MORRISON AVE	WESTCHESTER AVE	HARROD PL	82k	12	PE	50	50	REMOVE 12" P.E. MAIN
U1	B-C	WESTCHESTER AVE	MORRISON AVE	HARROD PL	80n	20	ST	350	350	REMOVE 16" C.I. MAIN
									400	



HWPLZ004X
CAPITAL GAS MAIN INSTALLATION

SHT 1

**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID
ITEM QUANTITIES.**

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT HWPLZ004X**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

- 6.01.8 Support & Protect Gas Services Crossing Trenches and/or Excavations (Ea.)**
4 in Westchester Ave & Morrison Ave
- 6.01.9 Support & Protect Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)**
11 in Westchester Ave & Morrison Ave
- 6.02 Extra Excavation for the Installation of Catch Basin Sewer Drain Pipes with gas interferences (Ea.)**
2 in Morrison Ave at Harrod Pl
- 6.03 Removal of Abandoned Gas Facilities. All Sizes (L.F.)**
450 in Various Locations as Required
- 6.03.1a Removal of Abandoned Gas facilities with Possible Coal Tar Wrap. All sizes. (L.F.) (For ConEd work only)**
100 in Various Locations as Required
- 6.04 Adjust Hardware to Grade Using Spacer Rings/Adaptors (Street repaving) (Ea.)**
10 in Various Locations as Required
- 6.05 Adjust Hardware to Grade by Resetting (Road Reconstruction) (Ea.)**
10 in Various Locations as Required
- 6.06 Special Care Excavation & Backfilling (C.Y.)**
250 in various locations as required, including but not limited to all gas services crossing unsheeted water main trenches.

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT HWPLZ004X**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

6.07 Test Pits for Gas Facilities (C.Y.)

50 in Various Locations as Required

HAZ - PAGES

**SPECIFICATIONS FOR HANDLING,
TRANSPORTATION AND DISPOSAL**

**OF NONHAZARDOUS AND POTENTIALLY
HAZARDOUS CONTAMINATED MATERIALS**

NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS**

**RECONSTRUCTION OF MORRISON PLAZA
WESTCHESTER AVENUE, MORRISON AVENUE, AND HARROD PLACE**

**BOROUGH OF THE BRONX
CITY OF NEW YORK**

Capital Project ID: HWPLZ004X

Prepared By:



**30-30 Thomson Avenue, 3rd Floor
Long Island City, New York 11101**

May 30, 2018

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ITEM 8.01 C1 HANDLING, TRANSPORTING, & DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation, and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ◆ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ◆ Visual evidence of contamination
- ◆ Petroleum and/or chemical odors
- ◆ Soils that have been documented as contaminated in previous environmental reports

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Management, Office of Environmental and Geotechnical Services (OEGS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

- A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and Waste Transporter Permit Number
 - b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
 - a. Facility name and the State identification number
 - (1) Facility location
 - (2) Name of responsible contact for the facility
 - (3) Telephone number for contact
 - (4) Signed letter of agreement to accept waste as specified in this contract
 - (5) Unit of measure utilized at facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
 - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

- A. Containers shall be as required in the United States Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Management, OEGS.

8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
 - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S - Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental

Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal or Treatment Facility

1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. **The Program Management, OEGS shall review and approve waste profiles before transportation to the TSD facility.**

2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
 - d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
 - e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Management, OECS at no additional cost to the City.
 - f. The Contractor shall develop, document, and implement a policy for accident prevention.
 - g. The Contractor shall not combine contaminated materials from other projects with material from this project.
 - h. No material shall be transported until approved by the DDC.
3. Off-Site Disposal
- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OECS, and if approved shall be at no extra cost to the City.
 - b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
 - c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
 - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
 - e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.
4. Equipment and Vehicle Decontamination
- a. The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S - Health and Safety.

- b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

8.01 C1.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

**ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY
HAZARDOUS SOIL FOR DISPOSAL PARAMETERS**

8.01 C2.1 WORK TO INCLUDE

A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

B. Sampling and Laboratory Analysis

1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) and an Investigation Health and Safety Plan to the Program Management, Office of Environmental and Geotechnical Services (OEGS) for review and approval. The SSP/FSP shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The SSP/FSP shall also include training and experience of the personnel who will collect the samples. The Investigation HASP shall identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposure to physical, biological, chemical hazards that may be present in the all sampling media.
2. The Contractor shall sample and analyze representative samples of the contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 500 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a five (5) calendar days turn around time and analytical results must be submitted to Program Management, OEGS upon receipt of the analytical results.
3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the

date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:
 1. Sample identification number
 2. Sample location
 3. Field observation
 4. Sample type
 5. Analyses
 6. Date/time of collection
 7. Collector's name
 8. Sample procedures and equipment utilized
 9. Date sent to laboratory and name of laboratory
8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.
9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C2	Sampling and Testing of Contaminated/ Potentially Hazardous Soil for Disposal Parameters	Set

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Management, Office of Environmental and Geotechnical Services (OEGS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and waste transporter permit number

- b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
 5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
 6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
 7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
 - a. General Information
 - (1) Facility name and the EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Signed letter of agreement to accept waste as specified in this contract
 - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
 - (7) Unit of measure utilized at each facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.
 - f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.

8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

8.01 H.3 CONSTRUCTION DETAILS

A. Material Handling

1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S - Health and Safety.
2. The Contractor shall handle hazardous soil as approved in the MHP.
3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

B. Off-Site Transportation and Disposal

1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.
2. Weight Measurement
 - a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
 - b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
3. General
 - a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.

- b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- i. **The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Management, OECS will review and sign the manifest as the generator.**
- j. No materials shall be transported until approved by the DDC.

5. Off-Site Disposal

- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
 - b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.
 - c. The Contractor shall submit all results and weights to the DDC.
 - d. **The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Management, OEGS.**
6. Equipment and Vehicle Decontamination
- The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.
7. Record Keeping
- The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

8.01 H.4 METHOD MEASUREMENT

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H.3.B.2, that are capable of generating load tickets.

8.01 H.5 PRICE TO COVER

- A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to complete the work as specified herein for handling, transporting and disposal of hazardous soils.
- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 - Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall

be paid under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

C The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

D. Backfill will be paid for under its respective item.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 H	Handling, Transporting, and Disposal of Hazardous Soils	Tons

ITEM 8.01 S HEALTH AND SAFETY

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Management, Office of Environmental and Geotechnical Services (OEGS).

Work shall include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Management, OEGS demonstrating the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor shall submit, a written HASP, as specified herein, to Program Management, OEGS for review and comment. The written HASP shall be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor shall make all necessary revisions required by Program Management, OEGS and resubmit the HASP to the Program Management, OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Management, OEGS.
2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report shall carefully document all areas

where contamination has been found including pictures, addresses of locations, and potential sources.

4. Medical Surveillance Examinations: The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents shall be reported to the DDC.

D. Health and Safety Plan

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill control, dust control, vapor/odor suppression procedures
14. Identification of the nearest hospital and route
15. Confined space procedures
16. Excavation safety procedures

8.01 S.2 MEASUREMENT

Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

Medical surveillance program
Health and safety training
Health and safety plan
Environmental and personnel monitoring
Instrumentation
Spill control
Dust control
Personnel and equipment decontamination facilities
Personnel protective clothing
Communications
Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.

- C. 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER

Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

E. Spill Control

- 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
- 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.

F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 S	Health and Safety	Lump Sum

ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Management, Office of Environmental and Geotechnical Services (OEGS) demonstrating the minimum requirements as set forth below:

1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Management, OEGS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Management, OEGS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City combined sanitary/storm sewers.

1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:

Title 15-New DEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, DEP.
3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.
- f. Disposal of Treatment Media
 - (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.

- (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.
- (3) **Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
 - a.
 - (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the hauler
 - (4) Any and all necessary permit authorizations for each type of waste transported
 - (5) Previous experience in performing the type of work specified herein
 - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
 - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
 - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
 - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.

- f. The Contractor shall provide the date of the proposed facility's last compliance inspection.
- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Management, OECS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's

responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

- (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S – Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

8.01 W1.4 PRICE TO COVER

- A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W1	Removal, Treatment and Disposal/Discharge of Contaminated Water	Day

ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

8.01 W2.1 WORK TO INCLUDE

A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the DDC-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name
 - h. Sample procedures and equipment used
 - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.

7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W2	Sampling and Testing of Contaminated Water	Set

**ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO STORM,
SANITARY/COMBINED SEWER**

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTEWATER TREATMENT**

Limitations for Effluent to Sanitary or Combined Sewers

Parameter ¹	Daily Limit	Units	Sample Type	Monthly Limit
Non-polar material ²	50	mg/l	Instantaneous	---
pH	5-11	SU's	Instantaneous	---
Temperature	< 150	Degree F	Instantaneous	---
Flash Point	> 140	Degree F	Instantaneous	---
Cadmium	2	mg/l	Instantaneous	---
	0.69	mg/l	Composite	---
Chromium (VI)	5	mg/l	Instantaneous	---
Copper	5	mg/l	Instantaneous	---
Lead	2	mg/l	Instantaneous	---
Mercury	0.05	mg/l	Instantaneous	---
Nickel	3	mg/l	Instantaneous	---
Zinc	5	mg/l	Instantaneous	---
Benzene	134	ppb	Instantaneous	57
Carbontetrachloride	---	---	Composite	---
Chloroform	---	---	Composite	---
1,4 Dichlorobenzene	---	---	Composite	---
Ethylbenzene	380	ppb	Instantaneous	142
MTBE (Methyl-Tert-Butyl-Ether)	50	ppb	Instantaneous	---
Naphthalene	47	ppb	Composite	19
Phenol	---	---	Composite	---
Tetrachloroethylene (Perc)	20	ppb	Instantaneous	---
Toluene	74	ppb	Instantaneous	28
1,2,4 Trichlorobenzene	---	---	Composite	---
1,1,1 Trichloroethane	---	---	Composite	---
Xylenes (Total)	74	ppb	Instantaneous	28
PCB's (Total) ³	1	ppb	Composite	---
Total Suspended Solids (TSS)	350 ⁴	mg/l	Instantaneous	---
CBOD ⁵	---	---	Composite	---
Chloride ⁵	---	---	Instantaneous	---
Total Nitrogen ⁵	---	---	Composite	---
Total Solids ⁵	---	---	Instantaneous	---

1 All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the

pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses shall be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- 2 Analysis for *non-polar materials* must be done by EPA method 1664 Rev. A. Non-Polar Material shall mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the EPA shall prescribe, by silica gel absorption.
- 3 Analysis for PCB=s is required if *both* conditions listed below are met:
 - 1) if proposed discharge $\geq 10,000$ gpd;
 - 2) if duration of a discharge > 10 days.Analysis for PCB=s must be done by EPA method 608 with MDL= ≤ 65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 4 For discharge $\geq 10,000$ gpd, the TSS limit is 350 mg/l. For discharge $< 10,000$ gpd, the limit is determined on a case by case basis.
- 5 Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge $\geq 10,000$ gpd.

ATTACHMENT 2: APPLICABLE REGULATIONS

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

ATTACHMENT 3: DEFINITIONS

- Contaminated Groundwater and Decontamination Fluids:** Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.
- Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.
- Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.
- Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.
- Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- Hazardous Substance Evaluation:** An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.
- Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.
- Material Handling Plan:** A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.
- Non-Hazardous Contaminated Soils:** Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- New York State Health Department's Environmental Laboratory Approval Program:** A program by which the state of New York approves and accredits environmental testing laboratories.
- PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.
- Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.
- RCRA Hazardous Waste Characteristics:** Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.
- Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT

- Final -

Phase II Subsurface Corridor Investigation Report
for
Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York

DDC PROJECT NO. HWPLZ004X

WOL NO. 11692-LBA-4-R-12643

CONTRACT REGISTRATION NO. 20181406286

Prepared for:



Office of Environmental and Geotechnical Services

30-30 Thomson Avenue, 3rd Floor

Long Island City, New York 11101

Prepared by:



Louis Berger

Louis Berger & Assoc., P.C.

96 Morton Street, 8th Floor

New York, NY 10014

Tel. (212) 612-7900 Fax (212) 363-4341

PROJECT NO. 2042580.021

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EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., PC. (Louis Berger) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the HWPLZ004X project located in the Soundview section of the Borough of Bronx, New York (hereinafter referred to as the “Corridor”) to determine if the Corridor’s environmental condition might impact proposed construction activities. Extension of sanitary and storm sewers and replacement of old and unlined water mains are proposed along the Corridor to prevent sewer surcharges, and to improve water distribution and fire protection within the project area.

The approximately 0.34-mile (1,769-foot) long Corridor is identified on Figure 1 Topographic Corridor Location Map and is comprised of the following street segments:

Street Segment	Length (feet)
Westchester Avenue from approximately 100 feet west of Morrison Avenue to approximately 60 feet east of Harrod Avenue	464
Morrison Avenue from approximately 100 feet north of Westchester Avenue to approximately 450 feet south of Harrod Place	785
Harrod Avenue from approximately 80 feet north of Westchester Avenue to Harrod Place	80
Harrod Place between Harrod Avenue and Morrison Avenue	440

Louis Berger prepared a Phase I Corridor Assessment Report (Phase I CAR) dated June 21, 2016, which identified five (5) final “High” risk sites and six (6) final “Moderate” risk sites with respect to potential impact on the Corridor, and recommended conducting a Phase II SCI.

The proposed depth of excavation for the DDC infrastructure project is estimated to range from 2 to 13 feet below grade (ftbg) and is mostly at 6 ftbg. Based on the review of available information provided by the DDC and discussions with the DDC Project Manager, Louis Berger proposed the advancement of three (3) soil borings and the sampling of an existing observation well along the Corridor area to characterize soils and groundwater that may be encountered during construction.

The Phase II SCI was conducted on April 4, 2018 and consisted of the following components:

Scope of Work

- The advancement of three (3) soil borings (SB01 through SB03) utilizing hand tools and a Geoprobe® drill rig with direct push technology. Each soil boring was advanced to a terminal depth ranging from 6 to 9 ftbg;
- To ensure the clearance of sensitive subsurface utility lines and features, boring locations SB01, SB02, and SB03 were pre-cleared to a depth of 6 ftbg using evasive methods such as a hand auger;
- Field screening, classification and identification of soils from surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock Color charts. Field screening of soils consisted of visual and olfactory indicators of impacts, as well as screening with a photoionization detector (PID);
- The collection of one (1) grab soil sample from each boring. The grab soil samples were collected from either the 6-inch interval above the water table (when encountered), the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field screening. The soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs) using United States Environmental Protection Agency (USEPA) Method 8260C;
- The collection of one (1) composite waste classification soil sample from each boring. The waste classification sample was a composite from ground surface to the bottom of the proposed excavation depth (where recovery allowed). The waste classification samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by USEPA Method 8270C, Total Petroleum Hydrocarbons-Diesel Range Organics/Gasoline Range Organics (TPH-DRO/GRO) by USEPA Method 8015B, Polychlorinated Biphenyls (PCBs) by USEPA Method 8082A/608, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8) by USEPA Method 1311/6010B, and RCRA Characteristics, including ignitability, reactivity and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B;

- The collection of one (1) groundwater sample from an existing observation well (B-1(OW)). The groundwater sample was analyzed for the New York City Department of Environmental Protection (NYCDEP) Sanitary or Combined Sewer Discharge Parameters; and,
- The preparation of this report, which includes tables summarizing the laboratory analytical results, and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution.

In order to evaluate subsurface soil quality for waste classification purposes, laboratory analytical results of grab and composite soil samples were compared with regulatory standards identified in: New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Commercial Use (Track 2) Soil Cleanup Objective (SCO) and Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Codes, Rules and Regulations (NYCRR) Part 371. For evaluation of the groundwater quality, the laboratory analytical results for the groundwater sample was compared to the NYCDEP Sewer Discharge Criteria.

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings and conclusions are presented:

Findings and Conclusions

- No visual or olfactory evidence of contamination was observed and no elevated PID readings were detected at any soil boring location;
- Fill material, consisting of dark yellowish brown to dark yellowish orange to dark yellowish brown silty clay to cobbly sand, was found in all three (3) soil boring locations at depths ranging from 0 to 6 ftbg. Anthropogenic fill material consisting of asphalt was observed in SB01 and SB03, and ash was observed in SB03. Below 6 ftbg, soils appeared to be moderate yellowish brown gravelly sand with depths ranging to 9 ftbg. Refusal was encountered at SB02 at 9.0 ftbg and was likely due to cobbles and boulders common to the geologic formations of the area;
- Groundwater was not encountered in any of the soil borings, but was encountered in observation well B-1(OW) at a depth of 10.0 ftbg.
- Bedrock was not encountered at any of the boring locations;

- One (1) VOC was detected above the laboratory's reporting limits in soil samples SB01 and SB03, however, the concentrations were below the applicable regulatory standards;
- Several PAHs were detected above the laboratory's reporting limits in all three (3) soil samples; however, only one (1) soil sample (SB01) exhibited concentrations above the regulatory standards. Laboratory results indicate that benzo[a]pyrene (2.1 parts per million [ppm]) was detected above the Commercial Use (Track 2) SCO. Lithology indicates the presence of historic fill material in all soil borings; therefore, the PAH exceedance may be attributed to contaminants related to historic fill material;
- One PCB was detected above the laboratory's reporting limits in soil sample SB01, however, the concentration was below the applicable regulatory standards;
- Waste classification laboratory results indicate that one TCLP metal was detected in all three (3) soil samples collected as part of this Phase II SCI, however, the concentrations were below the applicable regulatory standards. Therefore, soil samples collected from the Corridor do not exhibit evidence of hazardous waste characteristics for toxicity;
- TPH-GRO concentrations were not detected above the laboratory's reporting limits in any waste classification soil samples. TPH-DRO was detected in soil samples SB01 and SB02 at concentrations of 170 ppm and 290 ppm, respectively. However, there are no regulatory standards for TPH. Lithology shows the presence of fill material in all soil borings; therefore, the TPH-DRO detections may be attributed to historic fill material. It is also possible that the TPH concentrations observed during the Phase II SCI are the result of petroleum releases within or adjacent to the Corridor;
- The analytical laboratory results of the soil samples show that the RCRA parameters (reactivity, ignitability, and corrosivity) were within the RCRA standards. Therefore, results of these analyses indicate that the soil samples collected do not exhibit evidence of hazardous waste characteristics for reactivity, ignitability, and corrosivity, and;
- The analytical laboratory results of the groundwater sample from the existing observation well, which was unfiltered, showed no exceedances of the NYCDEP Sewer Discharge Criteria.

Based on the results of the field investigation and laboratory analytical results, the following recommendations are provided:

Recommendations

- The contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of any contaminated soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended and should be implemented during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor should implement dust control measures to minimize potential airborne contaminants (i.e., PAHs and TPH) released into the ambient environment as a direct result of construction activities;;
- Groundwater was encountered in the existing observation well during the Phase II SCI activities. Therefore, if dewatering is necessary, the contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis prior to discharge into the sanitary or combined sewers;
- In addition, if discharge into storm sewers, which ultimately discharge into a surface water body, is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns.

1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (DDC), Louis Berger & Assoc., P.C. (Louis Berger) conducted a Phase II Subsurface Corridor Investigation (Phase II SCI) of the HWPLZ004X project located in the Soundview section of the Borough of Bronx, New York (hereinafter referred to as the “Corridor”) to determine if the Corridor’s environmental condition might impact proposed construction activities. Extension of sanitary and storm sewers and replacement of old and unlined water mains are proposed along the Corridor to prevent sewer surcharges, and to improve water distribution and fire protection within the project area.

The approximately 0.34-mile (1,769-foot) long Corridor is identified on Figure 1 Topographic Corridor Location Map and is comprised of the following street segments:

Street Segment	Length (feet)
Westchester Avenue from approximately 100 feet west of Morrison Avenue to approximately 60 feet east of Harrod Avenue	835
Morrison Avenue from approximately 100 feet north of Westchester Avenue to approximately 450 feet south of Harrod Place	785
Harrod Avenue from approximately 80 feet north of Westchester Avenue to Westchester Avenue	80
Harrod Place between Westchester Avenue and Morrison Avenue	44

Louis Berger prepared a Phase I Corridor Assessment Report (Phase I CAR) dated June 21, 2018, which identified five (5) final “High” risk sites and six (6) final “Moderate” risk sites with respect to potential impact on the Corridor, and recommended conducting a Phase II SCI.

The proposed depth of excavation for the DDC infrastructure project is estimated to range from 2 to 13 feet below grade (ftbg) and is mostly at 6 ftbg. Based on the review of available information provided by the DDC, and discussions with the DDC Project Manager, Louis Berger proposed the advancement of three (3) soil borings and the sampling of an existing observation well along the Corridor area to characterize soils and groundwater (if observed) that may be encountered during construction.

1.1 Summary of Previous Environmental Investigations

The Phase I CAR presented the results of an investigation to document the current use, a review of Sanborn fire insurance maps to document historical use, and a review of the state and federal

government databases to identify sites on or adjoining the Corridor that constitute a potential environmental concern.

Based on Risk Criteria protocol established by the DDC, findings presented in the Phase I CAR defined these sites as posing either “High”, “Moderate”, or “Low” risk for possible contamination to the subsurface environment along the Corridor. Louis Berger identified 75 sites categorized as initially having a “High” risk and two (2) sites categorized as initially having a “Moderate” risk with respect to potential impact on the project in relation to the Corridor. Based on modifying information, Louis Berger has identified the following five (5) final “High” risk sites and six (6) final “Moderate” risk sites with respect to potential impact on the project Corridor. The final “High” and “Moderate” risk sites are listed below:

“High” Risk Sites:

No.	Facility Name	Address	Map ID
1	Vacant Commercial Space (former dry cleaners)	1268 Morrison Avenue	H#1
2	Wash & Dry Laundromat (former paints store)	1631 Westchester Avenue	H#2
3	A & C Cleaners / AC/Two Cousins/Stratford Cleaners / AC Dry Cleaners	1206 Stratford Avenue	H#3
4	Walgreens #13120 (former dry cleaners)	1612 Westchester Avenue	H#4
5	Hardware Store, Flying Dragon Chinese Restaurant, Sea Food Store, Hair Salon, Barber Shop, Deli, and Vacant Commercial Space (former clothing manufacturer)	1181 Morrison Avenue	H#5

“Moderate” Risk Sites:

No.	Facility Name	Address	Map ID
1	1240 Morrison Ave / Spill Number 0301007 / 1240 - 1230 Morrison Ave. (active tank)	1240 Morrison Avenue / 1240-1230 Morrison Avenue	M#1
2	Lincoln Fried Chicken (former upholstery)	1635 Westchester Avenue	M#2

"Moderate" Risk Sites (Continued):

No.	Facility Name	Address	Map ID
3	Laundromat & Dry Cleaners	1215 Stratford Avenue	M#3
4	1171 Morrison Ave / 1121 Morrison Avenue, LLC (active tank)	1171 Morrison Avenue	M#4
5	1155 Morrison Ave / 1121 Morrison Avenue, LLC (active tank)	1155 Morrison Avenue	M#5
6	Prime Realty Services, LLC-1145 Morrison / 1121 Morrison Avenue, LLC / Prime Realty Services, LLC- 1145 Morrison Avenue / 1145 Morrison Ave. (active tank)	1145 Morrison Avenue / 1141-1145 Morrison Avenue	M#6

1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution. Hand-clearing and drilling activities were performed by PAL Environmental Services (PAL). Soil boring oversight and sample collection were conducted by Mr. Martin Donovan, Project Scientist of Louis Berger. Laboratory analyses were provided by Hampton-Clarke (HC) of Fairfield, New Jersey, which is a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-certified analytical laboratory (No. 11408). Field-derived Quality Assurance/Quality Control (QA/QC) samples (i.e., blind duplicates, equipment/rinsate blanks, and trip blanks) were not collected for this project.

The field investigation was conducted on April 4, 2018 and consisted of the following components:

- The advancement of three (3) soil borings (SB01 through SB03) utilizing hand tools and a Geoprobe® drill rig with direct push technology. Each soil boring was advanced to terminal depths ranging from 6 to 9 ftbg;

- To ensure the clearance of sensitive subsurface utility lines and features, boring locations SB01, SB02, and SB03 were pre-cleared to a depth of 6 ftbg using evasive methods such as a hand auger;
- Field screening, classification and identification of soils from surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock Color charts. Field screening of soils consisted of visual and olfactory indicators of impacts, as well as screening with a photoionization detector (PID);
- The collection of one (1) grab soil sample from each boring. The grab soil samples were collected from either the 6-inch interval above the water table (when encountered), the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field screening. The soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs) using United States Environmental Protection Agency (USEPA) Method 8260C;
- The collection of one (1) composite waste classification soil sample from each boring. The waste classification sample was a composite from ground surface to the bottom of the proposed excavation depth (where recovery allowed). The waste classification samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs) by USEPA Method 8270C, Total Petroleum Hydrocarbons-Diesel Range Organics/Gasoline Range Organics (TPH-DRO/GRO) by USEPA Method 8015B, Polychlorinated Biphenyls (PCBs) by USEPA Method 8082A/608, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8) by USEPA Method 1311/6010B, and RCRA Characteristics, including ignitability, reactivity and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B;
- The collection of one (1) groundwater sample from one (1) existing observation well (B-1(OW)) installed by URS as part of a previous geotechnical investigation (Record of Boring No. 4230, dated October 23, 2017). The groundwater sample was analyzed for the New York City Department of Environmental Protection (NYCDEP) Sanitary or Combined Sewer Discharge Parameters; and,



- The preparation of this report, which includes tables summarizing the laboratory analytical results, and figures depicting boring locations, significant Corridor features and, if applicable, contamination occurrence and distribution.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description and Use

The approximately 0.34-mile (1,769-foot) long Corridor is located in the Soundview section of the Borough of Bronx, New York. Currently, the Corridor is developed with paved roadways, sidewalk areas, and existing infrastructure systems, and exhibits evidence of utilities, such as manholes, pavement scars, utility mark-outs, and valve covers. This indicates the presence of buried utilities, including gas, sewer, water, and communications. Additionally, overhead electrical lines are present along the Corridor. Adjoining property usage consists of a pocket park, known as Morrison Avenue Plaza, and commercial properties. A commercial property of concern located along the corridor is Wash & Dry Laundromat at 1631 Westchester Avenue. The elevated tracks of the Metropolitan Transportation Authority (MTA) Pelham Line are located along the Corridor above Westchester Avenue. The Morrison Avenue - Soundview station is located at the intersection of Morrison Avenue and Westchester Avenue. The Bronx River Parkway Park is located along the Corridor east of Harrod Avenue, to the east and south of Harrod Place, and east of Morrison Avenue. The park contains three (3) baseball fields and two (2) basketball courts. The Corridor and environs are shown on Figure 2 Soil Boring Location Plan.

2.2 Description of Surrounding Properties

Surrounding property usage consists of apartment buildings, single-family and multi-family homes, and commercial properties. The New York Public Library (Clason's Point Branch) is located adjacent to the Corridor to the north on Morrison Avenue. The Bronx River Parkway Park extends along Morrison Avenue, south of the Corridor, merging with the Soundview Park.

2.3 Corridor and Regional Topographic Setting

Louis Berger reviewed the United States Geologic Survey (USGS) *7.5-minute Topographic Quadrangle Map for Flushing, New York* (1995) to identify the topography at the Corridor. The Corridor exhibits a topographic elevation change of 1 foot. The elevation of the Corridor varies from approximately 19 feet above mean sea level (msl) along the northern, central, eastern, and southern portions to approximately 20 feet above msl along the southwestern portion of the Corridor. Under natural conditions, surface runoff would be expected to follow the overall topography of the area, which slopes towards the east of the Corridor and ultimately south towards the mouth of the Bronx River. However, storm runoff within the Corridor is managed by storm drains.

2.4 Corridor and Regional Geology

Based on the *NYC Detailed Soil Survey* via Web Soil Survey (National Cooperative Soil Survey, Version 6, September 24, 2016), the western portion of the Corridor along Morrison Avenue and parts of Westchester Avenue and Harrod Place is situated within the Urban Land Till Substratum (UtA), which consists of 92 percent till type soils, 8 percent minor components, with slopes of 0 to 3 percent. Most of the eastern portion of the Corridor along the remaining parts of Westchester Avenue and Harrod Place is situated in the Urban Land Tidal Marsh Substratum (UmA), which consists of 92 percent tidal marsh soils, and 8 percent minor components, with slopes of 0 to 3 percent. The northeastern-most extent of the Corridor at the intersection of Harrod Place and Westchester Avenue is saturated in the Greenbelt Loam (GbE), which consists of 78 percent Greenbelt soils, and 22 percent minor components, and has slopes of 25 to 35 percent. The portion of the Corridor within the Bronx River Parkway Park is situated in the Laguardia-Greenbelt Complex (LGA), which is composed of 50 percent Laguardia type soils, 30 percent Greenbelt type soils, and 20 percent minor components.

The *NYC Reconnaissance Soil Survey* (2005) indicates the Corridor is underlain by the Pavement & Buildings, wet Substratum-Laguardia-Ebbets complex. This complex is found in nearly level to gently sloping urbanized areas that have been filled with a mixture of natural soil materials and construction debris over swamp, tidal marsh, or water. Impervious surfaces such as asphalt, concrete, and buildings account for approximately 50 to 80 percent of this complex. Slopes range between 0 and 8 percent.

Based on *Ground Water in Bronx, New York, and Richmond Counties with Summary Data on Kings and Queens Counties, New York City, New York* (Perlmutter and Arnow, 1953), surficial soils are underlain by Pleistocene-aged glacial deposits consisting of till and outwash materials, primarily unsorted and unstratified clay, sand, gravel and boulders. According to the *Quaternary Geologic Map of the Hudson River* (1992), the deposits underlying the Corridor consist of mottled sandy loam, silt loam, or silty clay loam with common occurrences of pebbles, cobbles, and boulders, and ranging in color from yellow-orange to yellowish-brown, grayish-brown to brown, to gray or black, reflecting those of local bedrock. These deposits are estimated to extend to approximately 20-50 ftbg. According to *Bedrock and Engineering Geologic Maps of Bronx County and Parts of New York and Queens Counties, New York* (Baskerville, 1992), underlying the Pleistocene-aged glacial deposits is the crystalline gneiss and schist bedrock (Hartland Formation). The Hartland Formation is comprised of gray and gray-weathering muscovite-biotite-quartz schist, medium-gray, black-weathering biotite-muscovite-quartz schist, white to pinkish-white, light-green-weathering gneissic quartz-microcline-muscovite-biotite-plagioclase granite, dark greenish-

black quartz-biotite-hornblende amphibolite, and gray, rusty-weathering sillimanite-plagioclase-muscovite-biotite-microcline-quartz gneissic schist.

During the advancement of soil borings for this Phase II SCI, fill material was observed in all three (3) borings at depths ranging from 0 to 6 ftbg. Anthropogenic fill material was observed in soil borings SB01 and SB03 from 2 to 6 ftbg and consisted of asphalt and ash. Below 6 ftbg, soils appeared to be moderate yellowish brown sand. Bedrock was not encountered at any of the boring locations.

2.5 Corridor and Regional Hydrogeology

Based on information supplied by the USGS Water Resources – *Groundwater for New York: Water Levels*, measured groundwater depth in the vicinity of the Corridor from USGS site number 405002073523201 (identified as B 76.1 and located on Morrison Avenue approximately 1,400 feet north of the Corridor) ranges between 7.85 and 10.14 ftbg, with a monthly median of 9.45 ftbg. Field measurements were collected at this well between August 12, 2009 and April 14, 2015 by USGS personnel. A Record of Borings (ROB) from the geotechnical investigation conducted at the Corridor by URS Corporation on April 10, 2017 was provided by DDC. The ROB indicates groundwater may be encountered at depths of approximately 10.5 ftbg near the intersection of Harrod Place and Westchester Avenue (B-1(OW)) in the eastern portion of the Corridor, and from approximately 7 to 9 ftbg in the western portion of the Corridor at the intersection of Morrison Avenue and Harrod Place (B-4(OW) and B-6(OW), respectively). During the Phase II SCI field activities, groundwater was encountered at 10.0 ftbg in observation well B-1(OW) and no groundwater was encountered in any of the soil borings.

The nearest surface water body is the Bronx River located 0.43 miles (2,250 feet) west of the Corridor. Based on topography and the proximity of the Bronx River relative to the Corridor, groundwater is anticipated to flow south towards the Bronx River. All references to groundwater flow direction/hydraulic gradient in this report are based upon this assumption. Groundwater flow can also be influenced by seasonal fluctuations in precipitation, local variations in geology, underground anthropogenic structures, local dewatering operations, and/or tidal influence.

According to the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, no wetlands are located along the Corridor; however, the Bronx River (classification code E1UBL) is located approximately 2,250 feet west of the Corridor. Wetlands of the E1UBL classification are tidal wetlands that are influenced by water runoff from semi-enclosed land, and are located along low-energy coastlines that have variable salinity. According to the New York State Department of

Environmental Conservation (NYSDEC) Environmental Resource Mapper, there are no State-regulated wetlands near the Corridor.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 3604970103F (FEMA, 2007), the Corridor falls within the 100-year flood zone, described as Flood Zone X, which are areas of 1% annual chance flood with average depths of less than 1 foot.

3.0 CORRIDOR EVALUATION

Louis Berger provided oversight for the advancement of three (3) soil borings and collected soil and groundwater samples during the field investigation conducted on April 4, 2018, in the vicinity of the planned construction. The soil and groundwater samples were transferred into laboratory-supplied sample jars and properly labeled. The samples were stored with ice in a cooler to preserve the samples at 4° Celsius prior to and during shipment. A chain-of-custody was prepared prior to sample shipment. A summary of the field observations and details of the soil borings are provided in Table 1.

3.1 Soil Quality Investigation

All three (3) soil borings were advanced utilizing both evasive methods (i.e., a hand auger and/or Vactron and air knife) and a Geoprobe® direct push drill rig to terminal depths of 6 to 9 ftbg. To ensure the clearance of sensitive subsurface utilities and features, all three (3) soil boring locations were pre-cleared to a depth of 6 ftbg via evasive methods. Soil boring locations are depicted on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix A. Boring logs, which document soil classification information, including stratigraphy, are provided in Appendix B. The location of each boring is described below:

- **SB01** – Located in a tree pit along the western curb line of Harrod Avenue, 45 feet and 6 inches west of the eastern curb line of Harrod Avenue, and 58 feet and 7 inches north of the northern curb line of Westchester Avenue.
- **SB02** – Located in the grass along the eastern curb line of Harrod Avenue, 32 feet and 11 inches east of the western curb line of Harrod Avenue, and 67 feet and 7 inches south of the southern curb line of Westchester Avenue.
- **SB03** – Located in the tree pit along the western curb line of Morrison Avenue, 66 feet and 8 inches west of the eastern curb line of Morrison Avenue, and 32 feet and 6 inches north of the southern curb line of Harrod Place.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. In addition, a PID was used to screen the soil for VOC vapors at all boring locations.

In order to identify representative conditions relative to the presence of PAHs, TCLP metals, PCBs, total petroleum hydrocarbons, RCRA characteristics, and conditions relative to waste disposal in each boring, composite soil samples were collected at each boring location. Based on the DDC protocol regarding soil sample collection for waste classification analysis, composite soil samples for SB01 through SB03 were collected from the ground surface to the bottom of proposed excavation depth or till refusal was encountered. Composite soil samples were collected by mixing the soil from the column in a decontaminated stainless steel bowl.

In order to identify representative conditions relative to the presence of VOCs, grab samples were to be collected from either the 6-inch interval above the water table (when encountered), the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. However, all grab samples were collected from the 6-inch interval above the bottom of the proposed excavation depth.

All equipment was decontaminated by rinsing with deionized water, scrubbing with Alconox®, and then rinsed with deionized water a second time between each sample location to prevent any cross-contamination. Following the completion of each boring, the boreholes were backfilled with removed material.

3.2 Groundwater Quality Investigation

One (1) groundwater sample, (B-1(OW)), was collected from an existing observation well (OW) previously installed by URS Corporation, as part of a geotechnical boring program on behalf of DDC (Record of Boring No. 4230, dated October 23, 2017). Observation well B-1(OW) is located in the eastern portion of the Corridor along Harrod Avenue just south of Westchester Avenue. Groundwater was measured at a depth of approximately 10.0 ftbg in B-1(OW). This observation well was purged using a peristaltic pump and dedicated tubing until three (3) well volumes were purged. After the well was purged, sample B-1(OW) was collected.

- **B-1(OW)** – Located in the grass along the eastern curb line of Harrod Avenue, south of the southern curb line of Westchester Avenue, and east of the eastern curb line of Harrod Avenue.

3.3 Laboratory Analyses

Soil and groundwater samples were submitted to HC-V of Fairfield, New Jersey which is a NYSDOH ELAP-certified analytical laboratory (No. 11408). Field-derived Quality

Assurance/Quality Control samples were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples SB01 through SB03 were analyzed for TCL VOCs using USEPA Method 8260C. The composite soil samples SB01 through SB03 were analyzed for PAHs by USEPA Method 8270C, TPH-DRO/GRO by USEPA Method 8015B, PCBs by USEPA Method 8082A/608, TCLP Metals (RCRA 8) by USEPA Method 1311/6010B, and RCRA Characteristics, including ignitability, reactivity and corrosivity, by USEPA Methods 9012B/9034, 1030/1010A, and 9045C, respectively, as well as Paint Filter Test by USEPA Method 9095B, for waste classification purposes.

The groundwater sample B-1(OW) was analyzed for the NYCDEP Sanitary or Combined Sewer Discharge Parameters.

3.4 Data Evaluation

In order to evaluate subsurface soil quality for waste classification purposes, laboratory analytical results of grab and composite soil samples were compared with regulatory standards identified in: NYSDEC Subpart 375-6: Commercial Use (Track 2) Soil Cleanup Objectives (SCO) and Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and 6 New York Codes, Rules and Regulations (NYCRR) Part 371.

The analytical results for the groundwater sample was compared to the NYCDEP Sewer Discharge Criteria.

4.0 FINDINGS

This section discusses the analytical data and findings for activities discussed in Section 3.0. Boring logs can be found in Appendix B. A complete analytical data report is included in Appendix C.

4.1 Field Screening

No visual or olfactory indications of contamination were observed in any of the three (3) borings. A summary of the environmental boring data is presented in Table 1.

4.2 Laboratory Analytical Results

4.2.1 Target Compound List (TCL) Volatile Organic Compounds (VOCs) in Soil

One (1) VOC (methylene chloride) was detected above the laboratory's reporting limits in soil samples SB01 and SB03. However, all detected concentrations of VOCs were below the applicable regulatory standards. A summary of the VOC detections is provided as Table 2.

4.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

Several PAHs were detected above the laboratory's reporting limits in all three (3) soil samples; however, only one (1) soil sample (SB01) exhibited concentrations above regulatory standards, as described below. A summary of the PAH detections is provided as Table 3.

Soil Sample SB01

- Benzo[a]pyrene (2.1 parts per million [ppm]) was detected above the Commercial Use (Track 2) SCO.

4.2.3 Polychlorinated Biphenyls (PCBs) in Soil

One PCB (aroclor-1254) was detected above the laboratory's reporting limits in soil sample SB01. However, the detected concentration was below the applicable regulatory standard. A summary of the PCB detections is provided as Table 4.

4.2.4 Waste Classification of Soil

TCLP Metals

Waste classification laboratory results indicate that one TCLP metal (barium) was detected in all three (3) soil samples at concentrations ranging from 0.30 ppm (SB03) to 0.70 ppm (SB02), but below the applicable regulatory standard. Therefore, results of the TCLP metals analysis indicate that soil samples collected do not exhibit evidence of the Hazardous Waste characteristics for Toxicity. A summary of the waste classification parameters is provided as Table 5.

Total Petroleum Hydrocarbons (TPH)

TPH-GRO concentrations were not detected above the laboratory's reporting limits in any waste classification soil samples. TPH-DRO was detected in soil samples SB01 and SB02 at concentrations of 170 ppm and 290 ppm, respectively. However, there are no regulatory standards for TPH. A summary of the waste classification parameters is provided as Table 5.

RCRA Parameters (Reactivity, Corrosivity, Ignitability)

The analytical laboratory results of the soil samples show that the RCRA parameters (reactivity, ignitability, or corrosivity) were within the RCRA standards. The pH of the samples was found to be within the RCRA limits of 2 and 12.5. The flash point was greater than 140 degrees Fahrenheit in the soil samples; therefore, the RCRA characteristics for ignitability were negative. Reactive cyanide and reactive sulfide were not detected in any of the soil samples.

Therefore, results of these analyses indicate that the waste classification soil samples collected do not exhibit evidence of hazardous waste characteristics. A summary of the waste classification parameters is provided as Table 5.

4.2.5 NYCDEP Sewer Discharge Criteria

Laboratory results of groundwater sample B-1(OW), which was not filtered prior to analysis, showed no exceedances of the NYCDEP Sewer Discharge Criteria. A summary of the NYC Sewer Discharge results is provided as Table 6.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings, conclusions, and recommendations are presented:

Findings and Conclusions

- No visual or olfactory evidence of contamination was observed and no elevated PID readings were detected at any soil boring location;
- Fill material, consisting of dark yellowish brown to dark yellowish orange to dark yellowish brown silty clay to cobbly sand, was found in all three (3) soil boring locations at depths ranging from 0 to 6 ftbg. Anthropogenic fill material consisting of asphalt was observed in SB01 and SB03, and ash was observed in SB03. Below 6 ftbg, soils appeared to be moderate yellowish brown gravelly sand with depths ranging to 9 ftbg. Refusal was encountered at SB02 at 9.0 ftbg and was likely due to cobbles and boulders common to the geologic formations of the area;
- Groundwater was not encountered in any of the soil borings, but was encountered in observation well B-1(OW) at a depth of 10.0 ftbg.
- Bedrock was not encountered at any of the boring locations;
- One (1) VOC was detected above the laboratory's reporting limits in soil samples SB01 and SB03, however, the concentrations were below the applicable regulatory standards;
- Several PAHs were detected above the laboratory's reporting limits in all three (3) soil samples; however, only one (1) soil sample (SB01) exhibited concentrations above the regulatory standards. Laboratory results indicate that benzo[a]pyrene (2.1 ppm) was detected above the Commercial Use (Track 2) SCO. Lithology indicates the presence of historic fill material in all soil borings; therefore, the PAH exceedance may be attributed to contaminants related to historic fill material;
- One PCB was detected above the laboratory's reporting limits in soil sample SB01, however, the concentration was below the applicable regulatory standards;

- Waste classification laboratory results indicate that one TCLP metal was detected in all three (3) soil samples collected as part of this Phase II SCI; however, the concentrations were below the applicable regulatory standards. Therefore, soil samples collected from the Corridor do not exhibit evidence of hazardous waste characteristics for toxicity;
- TPH-GRO concentrations were not detected above the laboratory's reporting limits in any waste classification soil samples. TPH-DRO was detected in soil samples SB01 and SB02 at concentrations of 170 ppm and 290 ppm, respectively. However, there are no regulatory standards for TPH. Lithology shows the presence of fill material in all soil borings; therefore, the TPH-DRO detections may be attributed to historic fill material. It is also possible that the TPH concentrations observed during the Phase II SCI are the result of petroleum releases within or adjacent to the Corridor;
- The analytical laboratory results of the soil samples show that the RCRA parameters (reactivity, ignitability, and corrosivity) were within the RCRA standards. Therefore, results of these analyses indicate that the soil samples collected do not exhibit evidence of hazardous waste characteristics for reactivity, ignitability, and corrosivity, and;
- The analytical laboratory results of the groundwater sample from the existing observation well, which was unfiltered, showed no exceedances of the NYCDEP Sewer Discharge Criteria.

Based on the results of the field investigation and laboratory analytical results, the following recommendations are provided:

Recommendations

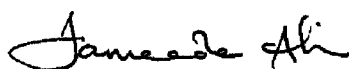
- The contract documents should identify provisions and a contingency for managing, handling, transporting and disposing of any contaminated soil. The Contractor should be required to submit a Material Handling Plan to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended and should be implemented during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor should implement dust control measures to minimize potential airborne contaminants (i.e., PAHs and TPH) released into the ambient environment as a direct result of construction activities;

- Groundwater was encountered in the existing observation well during the Phase II SCI activities. Therefore, if dewatering is necessary, the contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis prior to discharge into the sanitary or combined sewers;
- In addition, if discharge into storm sewers, which ultimately discharge into a surface water body, is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,
- Before beginning any excavation activity, the contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns.

6.0 STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:



Fameeda Ali, CHMM, ENV SP
Project Manager

Report Reviewed By:



Michael J. McCloskey, PG
Principal Geologist

STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Site with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Site.

Louis Berger derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Site, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Site, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, Louis Berger has relied upon and presumed accurate certain information (or the absence thereof) about the Site and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, Louis Berger has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Site.

Because of the limitations stated above, the findings, observations, and conclusions expressed by Louis Berger in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the site with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon site conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.



TABLES

- TABLE 1 – SUMMARY OF ENVIRONMENTAL BORING DATA**
- TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL**
- TABLE 3 – SUMMARY OF PAHs DETECTED IN SOIL**
- TABLE 4 – SUMMARY OF PCBs DETECTED IN SOIL**
- TABLE 5 – SUMMARY OF WASTE CLASSIFICATION RESULTS IN SOIL**
- TABLE 6 – GROUNDWATER QUALITY COMPARED TO NYCDEP
LIMITATIONS FOR EFFLUENT TO SANITARY OR COMBINED
SEWERS**

Table 1. Summary of Environmental Boring Data
Phase II Subsurface Corridor Investigation for Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York

Boring No.	Sample ID	High PID (ppm)	Sample Interval (ftbg)	Total VOCs (mg/kg)	Total PAHs (mg/kg)	TCLP Metals Exceed (Yes/No) ¹	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB01	SB01	<1	5.5 - 6.0	0.0042	-	No	NE	6.0	No visual or olfactory signs of contamination observed. Fill material was observed.
			0.5 - 6.0	-	32.42				
SB02	SB02	<1	8.5 - 9.0	ND	-	No	NE	9.0	No visual or olfactory signs of contamination observed. Fill material was observed.
			0.5 - 9.0	-	9.147				
SB03	SB03	<1	5.5 - 6.0	0.0071	-	No	NE	6.0	No visual or olfactory signs of contamination observed. Fill material was observed.
			0.5 - 6.0	-	1.318				

Notes:

¹ - TCLP metal(s) exceeds Resource Conservation and Recovery Act (RCRA) Hazardous Waste

All soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAHs),

Polychlorinated Biphenyls (PCBs), Toxicity Characteristic Leaching Procedure (TCLP) for Metals (RCRA 8), Total Petroleum Hydrocarbons, and RCRA Characteristic:

PID = Photoionization detector

ND = Not Detected

ftbg = feet below grade

DDC Project Number: HWPLZ004X

Work Order Letter No. 11692-LBA-4-R-12643

Table 2. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil
Phase II Subsurface Corridor Investigation for Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York

TCL VOCs	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth		
		SB01	SB02	SB03
		4/4/2018	4/4/2018	4/4/2018
		5.5 - 6.0	8.5 - 9.0	5.5 - 6.0
Methylene chloride	500	0.0042	ND	0.0071

Notes:

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)
ND = Compound not detected above method detection limit (see attached lab report for MDLs)
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

DDC Project Number: HWPLZ004X

Work Order Letter No. 11692-LBA-4-R-12643

**Table 3. Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil
Phase II Subsurface Corridor Investigation for Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York**

PAHs	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth		
		SB01 4/4/2018 0.5 - 6.0	SB02 4/4/2018 0.5 - 9.0	SB03 4/4/2018 0.5 - 6.0
2-Methylnaphthalene	NS	0.44	ND	ND
Acenaphthene	500	0.97	0.11	ND
Anthracene	500	1.7	0.26	ND
Benzofluoranthene	5.6	2.4	0.75	0.11
Benzofluoranthene	1		0.67	0.13
Benzofluoranthene	5.6	2.6	0.89	0.13
Benzofluoranthene	500	1.1	0.46	0.11
Benzofluoranthene	56	0.88	0.29	0.05
Chrysene	56	2.0	0.75	0.12
Dibenzofluoranthene	0.56	0.33	0.12	ND
Fluoranthene	500	5.0	1.6	0.14
Fluorene	500	1.1	0.091	ND
Indeno[1,2,3-cd]pyrene	5.6	1.0	0.39	0.077
Naphthalene	500	1.2	0.066	0.051
Phenanthrene	500	5.3	1.2	0.17
Pyrene	500	4.3	1.5	0.23

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for MDLs)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

Table 4. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil
Phase II Subsurface Corridor Investigation for Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York

PCBs	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth		
		SB01	SB02	SB03
		4/4/2018	4/4/2018	4/4/2018
		0.5 - 6.0	0.5 - 9.0	0.5 - 6.0
Arcochlor-1254	1	0.073	ND	ND
Arcochlor (Total)	1	0.073	ND	ND

Notes:

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for MDLs)

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

DDC Project Number: HWPLZ004X

Work Order Letter No. 11692-LBA-4-R-12643



Table 5. Summary of Waste Classification Results in Soil
Phase II Subsurface Corridor Investigation for Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York

Analyses	Resource Conservation and Recovery Act (RCRA) Hazardous Waste Levels (mg/L)	Sample ID, Date Collected, and Depth		
		SB01	SB02	SB03
		4/4/2018	4/4/2018	4/4/2018
		0.5 - 6.0	0.5 - 9.0	0.5 - 6.0
RCRA (Including TCLP Metals)				
pH	2 - 12.5*	8.0	8.2	7.7
Ignitability	>140 °F**	NEG	NEG	NEG
Paint Filter Test	NS	NEG	NEG	NEG
Reactive Cyanide	NS	ND	ND	ND
Reactive Sulfide	NS	ND	ND	ND
Arsenic	5	ND	ND	ND
Barium	100	0.50	0.70	0.30
Cadmium	1	ND	ND	ND
Chromium	5	ND	ND	ND
Lead	5	ND	ND	ND
Mercury	0.2	ND	ND	ND
Nickel	NS	ND	ND	ND
Selenium	1	ND	ND	ND
Silver	5	ND	ND	ND
TPH DRO/GRO				
TPH - Diesel Range Organics	NS	170	290	ND
TPH - Gasoline Range Organics	NS	ND	ND	ND

Notes:

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/L)

TCLP = Toxicity characteristic leaching procedure

ND = Compound not detected above method detection limit (see attached lab report for MDLs)

*A solid waste exhibits the characteristic of corrosivity if it has a pH less than or equal to 2 or greater than or equal to 12.5.

**A solid waste exhibits the characteristic of ignitability if it has flash point less than 60 °C (140 °F)

°F = Degrees Fahrenheit

NEG = Negative (flash point was not detected below 140 degrees Fahrenheit)

NS = No Standard

Table 6. Groundwater Quality Compared to New York City Department of Environmental Protection (NYC DEP)
Limitations for Effluent to Sanitary or Combined Sewers
Phase II Subsurface Corridor Investigation for Reconstruction of Morrison Plaza
Westchester Avenue, Morrison Avenue, and Harrod Place
Bronx, New York

Parameter ¹	NYC DEP Limitations to Sanitary or Combined Sewers	Sample ID and Date Collected
		B-1(OW) 4/4/2018
Non-Polar Material ²	50 mg/L	ND
Flash Point - Liquid/Solid	> 140 °F	>141 °F
pH	> 5 and <12	7.4
Cadmium (Instantaneous or Composite)	2 or 0.69 mg/L	ND
Chromium Hexavalent (VI)	5 mg/L	ND
Copper	5 mg/L	0.028 mg/L
Lead	2 mg/L	0.044 mg/L
Mercury	0.05 mg/L	ND
Nickel	3 mg/L	0.011 mg/L
Zinc	5 mg/L	2.2 mg/L
Benzene	134 ug/L	ND
Carbon tetrachloride	NS	ND
Chloroform	NS	0.0069 mg/L
1,4-Dichlorobenzene	NS	ND
Ethylbenzene	380 ug/L	ND
MTBE (Methyl-Tert-Butyl-Ether)	50 ug/L	ND
Naphthalene	47 ug/L	ND
Phenol	NS	ND
Tetrachloroethene	20 ug/L	ND
Toluene	74 ug/L	ND
1,2,4-Trichlorobenzene	NS	28
1,1,1-Trichloroethane	NS	ND
Xylenes (Total)	74 ug/L	ND
PCBs (Total) ³	1 ug/L	ND
Total Suspended Solids ⁴	350 mg/L	240 mg/L
CBOD ⁵	NS	ND
Chloride ⁵	NS	380 mg/L
Total Kjeldahl Nitrogen	NS	2.7 mg/L
Total Solids ⁵	NS	760 mg/L

Notes:

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for MDLs)

¹ All handling and preservation of collected samples and laboratory analyses of samples was performed in accordance with 40 CFR Part 136.

² Analysis for non-polar materials was performed by EPA method 1664.

³ Analysis for polychlorinated biphenyls (PCBs) was performed according to EPA method 808 with method detection limit ≤ 65 parts per trillion

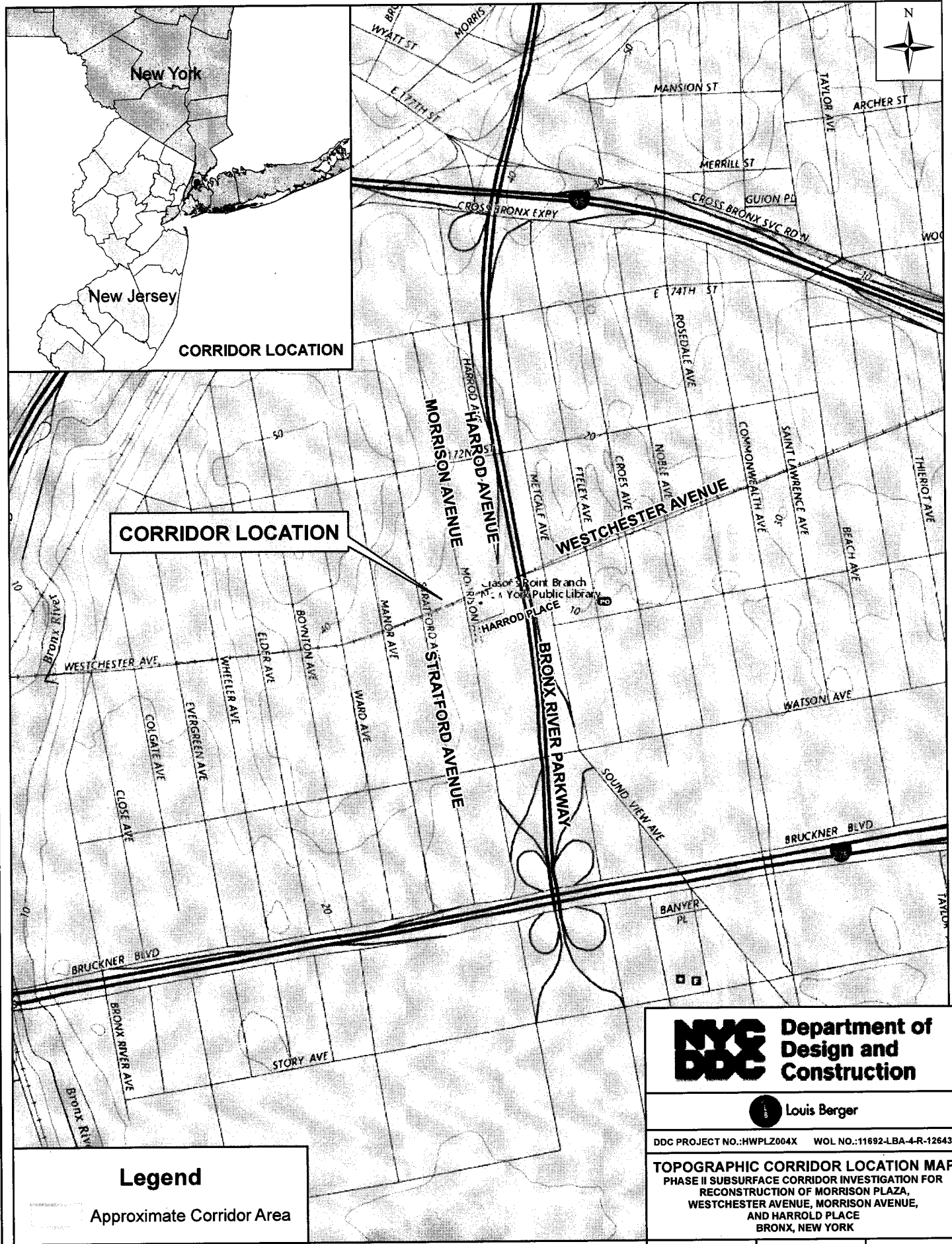
Analysis for PCBs is required if discharge ≥ 10,000 gallons per day (gpd) and duration of discharge > 10 days.

⁴ For discharge ≥ 10,000 gpd, the total suspended solids (TSS) limit is 350 mg/l. For discharge < 10,000 gpd, the limit is determined on a case by case basis

⁵ Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids, and Total Nitrogen are required if proposed discharge ≥ 10,000 gpd



FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP



Source: USGS Quadrangle Flushing and Central Park, New York (2016)

SCALE: 1" = 1000'

DATE: 5/11/2018

FIGURE: 1



FIGURE 2 – SOIL BORING LOCATION PLAN



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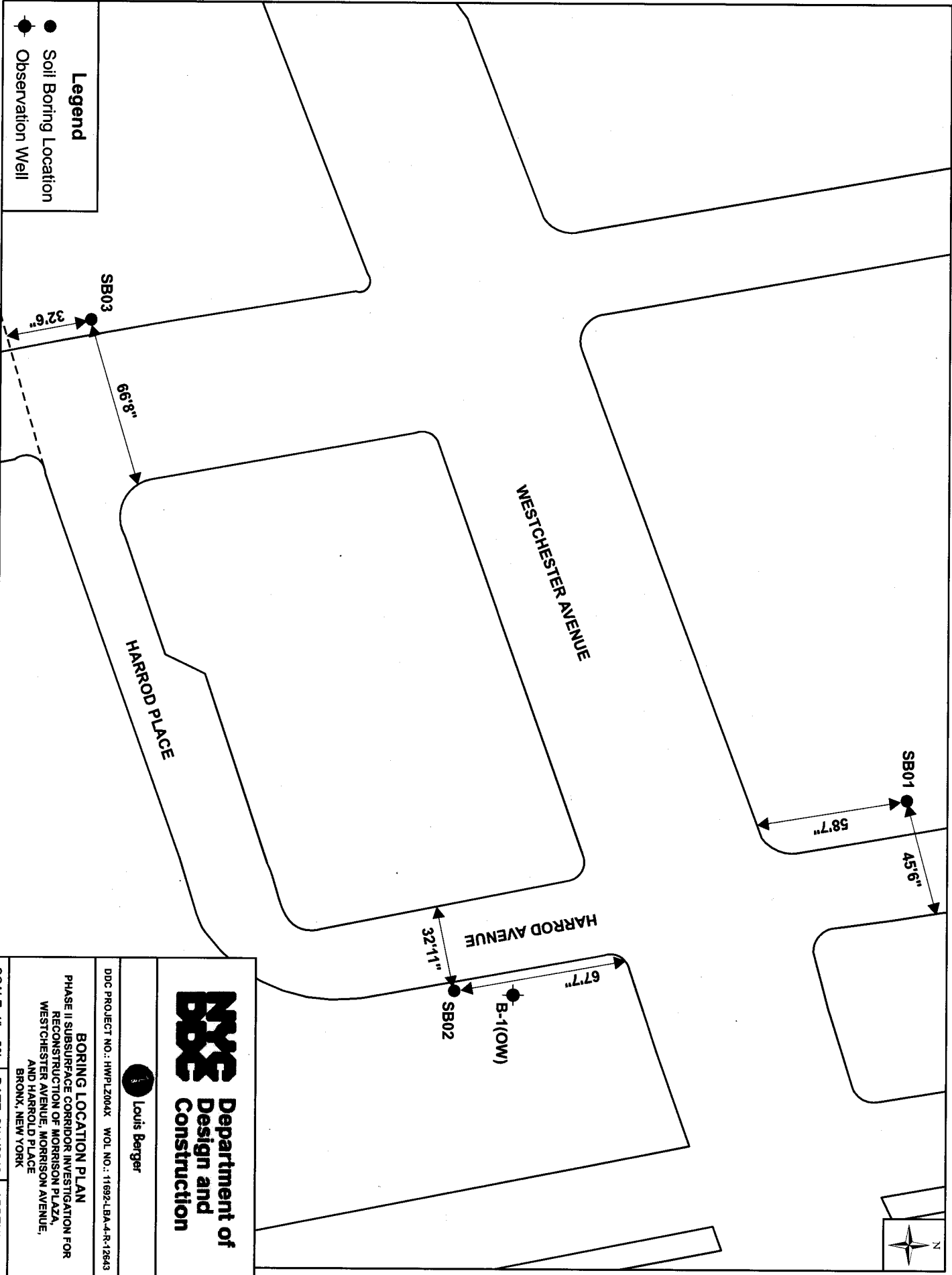
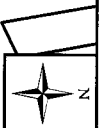
NYC Department of
DDC Design and
Construction

DDC PROJECT NO.: HWPLZ004X WOL NO.: 11692.LBA-4-R-12643

SOIL BORING LOCATION PLAN
PHASE II SUBSURFACE CORRIDOR INVESTIGATION FOR
RECONSTRUCTION OF MORRISON PLAZA,
WESTCHESTER AVENUE, MORRISON AVENUE,
AND HARROLD PLACE
BROOK, NEW YORK

SCALE: 1" = 200' DATE: 5/11/2018 FIGURE: 2

APPENDIX A
BORING LOCATION PLAN



Legend

- Soil Boring Location
- Observation Well

NYC
DBE
Department of
Design and
Construction

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DDC PROJECT NO.: HWPL2004X WOL NO.: 11692-LBA-4-R-12643

BORING LOCATION PLAN
PHASE II SUBSURFACE CORRIDOR INVESTIGATION FOR
RECONSTRUCTION OF MORRISON PLAZA,
WESTCHESTER AVENUE, MORRISON AVENUE,
AND HARROLD PLACE
BRONX, NEW YORK

SCALE: 1" = 50'
DATE: 5/11/2018
APPENDIX: A



Department of
Design and
Construction

New York City Department of Design and Construction
Phase II Subsurface Corridor Investigation Report

Reconstruction of Morrison Plaza, Westchester Ave., Morrison Ave., and Harrod Pl., Bronx, NY

APPENDIX B GEOLOGIC BORING LOGS



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Drilling Log

Page 1 of 1

BORING NO.: SB01

LOCATION: Bronx, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO.: 2042580.021

PROJECT: Reconstruction of Morrison Plaza

FMS ID#: HWPLZ004X

DRILLING CONTRACTOR: PAL Environmental Services

WOL #: 11692-LBA-4-R-12643

DRILLING METHOD: Hand Auger

DATE STARTED: 4/4/2018

BOREHOLE DATA**WELL DATA**

DATE FINISHED: 4/4/2018

Diameter (in): 3

Well Diameter (in): N/A

DRILLER: E. Watkins

Total Depth (ft.): 6

Total Depth (ft.): N/A

LBA INSPECTOR: M. Donovan

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING (ft): 241690.743

Depth to Water (ft.): N/A

Depth to Water (ft.): N/A

EASTING (ft): 1019161.529

Depth to Rock (ft.): N/A

Slot Size (in): N/A

SURFACE ELEVATION (ft): N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart.

Well Construction	Depth (feet)	Lithology	USCS	Sample Interval	Sample Recovery	PID Reading (ppm)	Description and Stratigraphy	Remarks
			FILL			<1	Dusky yellowish brown (10YR 2/2), Silty CLAY, little medium to fine Sand, moist.	Silty Clay (Fill)
	2		FILL			<1	Dark gray (N3), ASPHALT, dry.	Fill Material
	4		FILL			<1	Moderate yellowish brown (10YR 5/4), Silty CLAY, some medium to fine Sand, moist.	Sandy Silty Clay (Fill); Collected grab sample SB01 from 5.5-6.0 ftbg, and composite sample SB01 from 0.5-6.0 ftbg.

Total Depth of Boring 6 feet.

HAZ. - 79



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Drilling Log

Page 2 of 2

BORING NO.: SB02

LOCATION: Bronx, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO.: 2042580.021

PROJECT: Reconstruction of Morrison Plaza

FMS ID#: HWPLZ004X

DRILLING CONTRACTOR: PAL Environmental Services

WOL #: 11692-LBA-4-R-12643

DRILLING METHOD: Direct Push

DATE STARTED: 4/4/2018

BOREHOLE DATA**WELL DATA**

DATE FINISHED: 4/4/2018

Diameter (in): 3

Well Diameter (in): N/A

DRILLER: E. Watkins

Total Depth (ft.): 9

Total Depth (ft.): N/A

LBA INSPECTOR: M. Donovan

Depth to Refusal (ft.): 9

Screen Length (ft.): N/A

NORTHING (ft): 241508.668

Depth to Water (ft.): N/A

Depth to Water (ft.): N/A

EASTING (ft): 1019226.364

Depth to Rock (ft.): N/A

Slot Size (in): N/A


SURFACE ELEVATION (ft): N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart.

Soil boring was pre-cleared to 6 ftbg.

Well Construction	Depth (feet)	Lithology	USCS	Sample Interval	Sample Recovery	PID Reading (ppm)	Description and Stratigraphy	Remarks
	8		SP			<1	Moderate yellowish brown (10YR 5/4), medium to coarse SAND, little Clayey Silt, some coarse Gravel, moist.	Gravelly Sand (Fill); Collected grab sample SB02 from 8.5-9.0 ftbg, and composite sample SB02 from 0.5-9.0 ftbg.
	10						Total Depth of Boring 9 feet.	

12

 Louis Berger		<h1>Drilling Log</h1> <p>Page 1 of 1</p>		BORING NO.: SB03				
				LOCATION: Bronx, NY				
CLIENT: New York City Department of Design and Construction				PROJECT NO.: 2042580.021				
PROJECT: Reconstruction of Morrison Plaza				FMS ID#: HWPLZ004X				
DRILLING CONTRACTOR: PAL Environmental Services				WOL #: 11692-LBA-4-R-12643				
DRILLING METHOD: Hand Auger				DATE STARTED: 4/4/2018				
BOREHOLE DATA		WELL DATA		DATE FINISHED: 4/4/2018				
Diameter (in): 3		Well Diameter (in): N/A		DRILLER: E. Watkins				
Total Depth (ft.): 6		Total Depth (ft.): N/A		LBA INSPECTOR: M. Donovan				
Depth to Refusal (ft): N/A		Screen Length (ft): N/A		NORTHING (ft): 241355.467				
Depth to Water (ft.): N/A		Depth to Water (ft.): N/A		EASTING (ft): 1018960.603				
Depth to Rock (ft.): N/A		Slot Size (in): N/A		SURFACE ELEVATION (ft): N/A				
NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart.								
Well Construction	Depth (feet)	Lithology	USCS	Sample Interval	Sample Recovery	PID Reading (ppm)	Description and Stratigraphy	Remarks
			FILL			<1	Dusky yellowish brown (10YR 2/2), Silty CLAY, little medium to fine Sand, moist.	Silty Clay (Fill)
			FILL			<1	Dark yellowish orange (10YR 6/6), SILT, some fine Sand, moist.	Sandy Silt (Fill)
			FILL			<1	Dark gray (N3) to medium light gray (N6), FILL MATERIAL (Ash and Asphalt), dry.	Fill Material; Collected grab sample SB03 from 5.5-6.0 ftbg, and composite sample SB03 from 0.5-6.0 ftbg.

Total Depth of Boring 6 feet.



APPENDIX C

LABORATORY ANALYTICAL RESULTS

Project: Morrison Plaza Phase II

Client PO: 2042580.021.00

Report To: Louis Berger & Associates
48 Wall Street
16th Floor
New York, NY 10005

Attn: Jon Ganz

Received Date: 4/4/2018

Report Date: 4/24/2018

Deliverables: NYDOH-CatA

Lab ID: AD03446

Lab Project No: 8040427

This report is a true report of results obtained from our tests of this material. The report relates only to those samples received and analyzed by the laboratory. All results meet the requirements of the NELAC Institute standards. Laboratory reports may not be reproduced, except in full, without the written approval of the laboratory.

In lieu of a formal contract document, the total aggregate liability of Hampton-Clarke to all parties shall not exceed Hampton-Clarke's total fee for analytical services rendered.



Robin Cousineau - Quality Assurance Director

OR

Jean Revolus - Laboratory Director

NJ (07071)
PA (68-00463)

NY (ELAP11408)
KY (90124)

CT (PH-0671)





**THIS CATEGORY "A" REPORT
IS NUMBERED FROM
1 to 59**

(Subcontracted data is numbered as attached)

HC Case Narrative

Client: Louis Berger & Associates
Project: Morrison Plaza Phase II

HC Project: 8040427

Hampton-Clarke (HC) received the following samples on 04/04/2018:

Client ID	HC Sample ID	Matrix	Analysis
B-1 (OW)	AD03446-001	Aqueous	VO (624), BNA (625), PCB (608), Metals (200.7/200.8), Mercury (245.1 rev3.0), Chloride/Nitrite-N/Nitrate-N (300.0 rev2.1), Cr Hex (3500-Cr B), Flash Point (1010), SGT-HEM (1664B), pH (SM4500-H+B-11), TS (SM2540D-11), TSS (SM2540D-11), *TKN (351.2)

* - Indicates analysis was performed by a subcontracted laboratory.

This case narrative is in the form of an exception report. Method specific and/or QA/QC anomalies related to this report only are detailed below.

Volatile Organic Analysis:

The Method Blank Spike for batch 68179 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

The MS/MSD RPD, Matrix Spike and Matrix Spike Duplicate for batch 68179 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

2-Chloroethylvinylether did not recover in the Matrix Spike and Matrix Spike Duplicate in batch 68179 due to acid preservation of sample. 2-Chloroethylvinylether readily decomposes under acidic conditions. The recovery of 2-Chloroethylvinylether is within QC limits in the Laboratory Control Sample. Please refer to the applicable Form 3 for the recoveries.

Base Neutral/Acid Extractable Analysis:

The Method Blank Spike for batches 67626 and 67644 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

The MS/MSD RPD, Matrix Spike and Matrix Spike Duplicate for batch 67626 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

Samples AD03446-001 (MS) and -001 (MSD) has a surrogate recovery outside QC limits, but the recovery is greater than 10%, therefore, no corrective action was necessary. Please refer to the applicable Form 2 for the recoveries.

The surrogates were double spiked in sample WMB67644. Percent recoveries on form 2 were adjusted to reflect spiking error. Please refer to the applicable Form 2 for the recoveries.

PCB Analysis:

Data conforms to method requirements.

Metals Analysis:

Sample AD03446-001: Cd reported at dilution due to internal standard interference.

Wet Chemistry Analysis:

Sample AD03446-001 was received and analyzed outside the 15 minute hold time for pH.

Subcontracted Analysis:

Please refer to attached subcontracted laboratory report. Sample AD03446-001 was submitted to SGS Accutest for TKN (351.2) analysis.

I certify that this data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. Release of the data contained in this hardcopy data package and in the computer-readable data has been authorized by the Laboratory Manager or his designee, as verified by the following signature.



Robin Cousineau
Quality Assurance Director

Or

Jean Revolus
Laboratory Director

4/24/2018

Date

Hampton-Clarke, Inc. (WB/DB/SE/BE)		
175 Route 46 West and 2 Madison Road, Fairfield, New Jersey 07004 Ph: 800-628-9992 | 973-244-9770 Fax: 973-244-9767 | 973-439-1498		
Service Center: 137-D Gallier Drive, Mount Laurel, New Jersey 08054 Ph (Service Center): 856-780-9057 Fax: 856-780-9986		
NELAC/NJ #07071 | PA #63-004631 NY #11406 | CT #PH-0671 | KY #60124 | DE #SCA Approved		
Customer Information		
1a) Customer:	Louis Berger	
Address:	96 Morton Street, 8th Floor New York, NY 10014	
1b) Email/Call/Fax/Pr:	madorovan@louisberger.com	
1c) Send Invoice to:	jganz@louisberger.com	
1d) Send Report to:	both above	
CHAIN OF CUSTODY RECORD		
A Woman-Owned, Disadvantaged, Small Business Enterprise		
Project: Morrison Plaza Phase II		
Project Location (City/State): Queens, NY		
Quote/PO # (if Applicable): 2042580.021.00		
Project (Lab Use Only) 8040427		
Page 2 of 2		
3) Reporting Requirements (Please Circle)		
Turnaround	Report Type	Electronic Deliv.
When Available:	Data Summary	Metadata/CSV
1 Business Day (100%) *	Results + QC (Waste)	EnrichData
2 Business Days (75%) *	NU Reduced	Excel - NU Regulatory
3 Business Days (50%) *	NY Reduced	Excel - NY Regulatory
4 Business Days (35%) *	PA Reduced	Excel - PA Regulatory
5 Business Days (25%)	Full / Category B	Excel - PA Regulatory
10 Business Days (Stand.)	Category A	EQUS (Specify Index):
Other:	Electronic (PDF)	4-Filer/NY/Strag. 2 or 5
* Expedited TAT Not Always Available. Please Check with Lab.		

CONDITION UPON RECEIPT

Batch Number AD03446

Entered By: Frantz

Date Entered 4/4/2018 5:32:00 PM

-
- 1 Yes Is there a corresponding COC included with the samples?
- 2 Yes Are the samples in a container such as a cooler or Ice chest?
- 3 NO Are the COC seals intact?
- 4 T0056 <--- Thermometer ID. Please specify the Temperature inside the container (in degC).
2.4
- 5 Yes Are the samples refrigerated (where required)/have they arrived on ice?
- 6 Yes Are the samples within the holding times for the parameters listed on the COC? IF no, list parameters and samples:
- 7 Yes Are all of the sample bottles intact? If no, specify sample numbers broken/leaking
- 8 Yes Are all of the sample labels or numbers legible? If no specify:
- 9 Yes Do the contents match the COC? If no, specify
- 10 Yes Is there enough sample sent for the analyses listed on the COC? If no, specify:
- 11 Yes Are samples preserved correctly?
- 12 Yes Was temperature blank present (Place comment below if not)? If not was temperature of samples verified?
- 13 NA Other comments ...Specify
- 14 NA Corrective actions (Specify item number and corrective action taken).

PRESERVATION DOCUMENT

Batch Number AD03446

Entered By: Frantz

Date Entered 4/4/2018 5:32:00 PM

Lab#:	Container Size	Container/Vial Check	Parameter	Preservative	Preservative Lot#	PH	pH Lot#
AD03446-001	40ml	G	VO	HCL	183197	1	HC613865
AD03446-001	1L	G	O+G	HCL	183197	1	HC613865
AD03446-001	1L	P	METALS	HNO3	169331	1	HC613865
AD03446-001	500ml	P	TKN	H2SO4	3115082	1	HC613865

Internal Chain of Custody

8040427 0006

Lab#:	DateTime:	Loc or User	Bot Nu	A/ M	Analysis
AD03446-001	04/04/18 17:30	FRAN	0	M	Received
AD03446-001	04/04/18 17:32	FRAN	0	M	Login
AD03446-001	04/04/18 18:04	R12	2	A	NONE
AD03446-001	04/05/18 09:30	BCT	2	A	CBOO
AD03446-001	04/04/18 18:04	R12	3	A	NONE
AD03446-001	04/09/18 09:41	AM	3	A	TDW/HG
AD03446-001	04/09/18 09:42	R12	3	A	NONE
AD03446-001	04/04/18 18:04	R12	4	A	NONE
AD03446-001	04/05/18 07:22	JMP	4	A	ts
AD03446-001	04/05/18 09:30	BCT	4	A	CR6W
AD03446-001	04/05/18 09:37	JMP	4	M	PH
AD03446-001	04/05/18 12:39	R12	4	A	NONE
AD03446-001	04/05/18 15:44	R12	4	A	NONE
AD03446-001	04/06/18 07:11	JMP	4	A	ts
AD03446-001	04/06/18 08:56	JW	4	A	IC
AD03446-001	04/06/18 14:05	R12	4	A	NONE
AD03446-001	04/04/18 18:04	R12	5	A	NONE
AD03446-001	04/09/18 11:30	LV	5	A	bn/bna
AD03446-001	04/04/18 18:04	R12	6	A	NONE
AD03446-001	04/06/18 07:27	AP	6	A	bna
AD03446-001	04/04/18 18:04	R12	7	A	NONE
AD03446-001	04/06/18 07:27	R12	7	A	NONE
AD03446-001	04/06/18 07:27	AP	7	A	bna
AD03446-001	04/04/18 18:04	R12	8	A	NONE
AD03446-001	04/06/18 16:38	SMAR	8	A	p/p
AD03446-001	04/04/18 18:04	R12	9	A	NONE
AD03446-001	04/04/18 18:04	R12	10	A	NONE
AD03446-001	04/05/18 07:27	DP	10	A	hem-npm
AD03446-001	04/04/18 18:04	R12	11	A	NONE
AD03446-001	04/10/18 09:20	BCT	11	A	RCN/RS
AD03446-001	04/10/18 11:59	R12	11	A	NONE
AD03446-001	04/04/18 18:04	R12	12	A	NONE
AD03446-001	04/05/18 12:40	JW	12	A	IC
AD03446-001	04/05/18 15:44	R12	12	A	NONE
AD03446-001	04/09/18 17:24	JW	12	A	IC
AD03446-001	04/09/18 17:55	R12	12	A	NONE
AD03446-001	04/04/18 18:04	R12	13	A	NONE
AD03446-001	04/05/18 09:43	R31	14	A	NONE
AD03446-001	04/05/18 09:43	R31	15	A	NONE
AD03446-001	04/05/18 09:43	R31	16	A	NONE
AD03446-001	04/05/18 16:30	SG	16	A	VOA

Lab#:	DateTime:	Loc or User	Bot Nu	A/ M	Analysis
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Samples marked as received are stored in coolers or refrigerator R12, or R24 at 4 deg C until Login

Laboratory Chronicle

8040427 0007

Client: Louis Berger & Associates
Project: Morrison Plaza Phase II

HC Project #: 8040427

Lab#: AD03446-001

Sample ID: B-1 (OW)

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
Carbonaceous BOD-5 Day (SM5210 B-11)		04/05/18 15:30	BCT	SM5210 B-11	4/10/18 16:00	BCT
Chloride (Water) 300.0		04/09/18	Janee	300.0 rev2.1	4/10/18 05:11	Janee
Cr (Hexavalent) 3500-Cr B		04/05/18	BCT	SM 3500-Cr B	4/5/18 09:48	BCT
Flash Point 1010				EPA 1010	4/10/18 00:00	SDL
Mercury (Water) 245.1	245.1 rev3.0	04/09/18 08:10	aadewusi	245.1 rev3.0	4/9/18 15:42	CJA
Metals-Three 200.7	EPA 200.2	04/09/18 08:10	aadewusi	200.7	4/9/18 16:42	SRB
Metals-Two 200.8	EPA 200.2	04/09/18 08:10	aadewusi	EPA 200.8	4/9/18 15:30	PC
Metals-Two 200.8	EPA 200.2	04/09/18 08:10	aadewusi	EPA 200.8	4/10/18 11:16	PC
Nitrate-N (Water) 300.0		04/05/18	Janee	300.0 rev2.1	4/5/18 13:23	Janee
Nitrite-N (Aqueous) 300.0		04/05/18	Janee	300.0 rev2.1	4/5/18 13:23	Janee
PCB 608	EPA 608	04/06/18 16:30	smarwala	EPA 608	4/9/18 14:46	MS/ZM/MLC
pH (SM4500-H+ B-11)				SM4500-H+B11	4/5/18 10:45	JMP
Semivolatile Organics (no search) 625	EPA 625	04/06/18 08:00	Apatel	EPA 625	4/10/18 19:23	AH/JB
SGT-HEM (Non-Polar Material) 1664B	EPA 1664B	04/05/18	disham	EPA 1664B	4/5/18 00:00	disham
Total Kjeldahl Nitrogen EPA 351				EPA 351	4/12/18 13:27	SGS Accutest
Total Solids (SM2540B-11)		04/06/18	JMP	SM2540B-11	4/9/18 00:00	JMP
Total Suspended Solids (SM2540D-11)		04/05/18	JMP	SM2540D-11	4/5/18 00:00	JMP
Volatile Organics (no search) 624	EPA 624			EPA 624	4/6/18 05:14	SG

HC Reporting Limit Definitions/Data Qualifiers

REPORTING DEFINITIONS

DF = Dilution Factor

MDL = Method Detection Limit

RL* = Reporting Limit

ND = Not Detected

RT = Retention Time

NA = Not Applicable

**Samples with elevated Reporting Limits (RLs) as a result of a dilution may not achieve client reporting limits in some cases. The elevated RLs are unavoidable consequences of sample dilution required to quantitate target analytes that exceed the calibration range of the instrument.*

DATA QUALIFIERS

- A- Indicates that the Tentatively Identified Compound (TIC) is suspected to be an aldol-condensation product. These compounds are by-products of acetone and methylene chloride used in the extraction process.
- B- Indicates analyte was present in the Method Blank and sample.
- d- For Pesticide and PCB analysis, the concentration between primary and secondary columns is greater than 40%. The lower concentration is generally reported.
- E- Indicates the concentration exceeded the upper calibration range of the instrument.
- J- Indicates the value is estimated because it is either a Tentatively Identified Compound (TIC) or the reported concentration is greater than the MDL but less than the RL. For samples results between the MDL and RL there is a possibility of false positives or misidentification at the quantitation levels. Additionally, the acceptance criteria for QC samples may not be met.
- R- Retention Time is out.
- Y- Indicates a contaminant found in the blank at less than 10% of the concentration of a contaminant found in the sample.

HC Report of Analysis

Client: Louis Berger & Associates
Project: Morrison Plaza Phase II

HC Project #: 8040427

Sample ID: B-1 (OW)
Lab#: AD03446-001
Matrix: Aqueous

Collection Date: 4/4/2018
Receipt Date: 4/4/2018

Carbonaceous BOD-5 Day (SM5210 B-11)

Analyte	DF	Units	RL	Result
Carbonaceous Bod, 5 Day	1	mg/l	2.0	ND

Chloride (Water) 300.0

Analyte	DF	Units	RL	Result
Chloride	10	mg/l	20	380

Cr (Hexavalent) 3500-Cr B

Analyte	DF	Units	RL	Result
Cr (Hexavalent)	1	mg/l	0.025	ND

Flash Point 1010

Analyte	DF	Units	RL	Result
Flash Point	1	deg. f		>141

Mercury (Water) 245.1

Analyte	DF	Units	RL	Result
Mercury	1	ug/l	0.20	ND

Metals-Three 200.7

Analyte	DF	Units	RL	Result
Copper	1	ug/l	25	28
Nickel	1	ug/l	10	11
Zinc	1	ug/l	25	22000

Metals-Two 200.8

Analyte	DF	Units	RL	Result
Cadmium	3	ug/l	3.0	ND
Lead	1	ug/l	0.75	44

Nitrate-N (Water) 300.0

Analyte	DF	Units	RL	Result
Nitrate	1	mg/l	1.0	ND

Nitrite-N (Aqueous) 300.0

Analyte	DF	Units	RL	Result
Nitrite	1	mg/l	1.0	ND

PCB 608

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	ug/l	0.050	ND
Aroclor-1016	1	ug/l	0.050	ND
Aroclor-1221	1	ug/l	0.050	ND
Aroclor-1232	1	ug/l	0.050	ND
Aroclor-1242	1	ug/l	0.050	ND
Aroclor-1248	1	ug/l	0.050	ND
Aroclor-1254	1	ug/l	0.050	ND
Aroclor-1260	1	ug/l	0.050	ND
Aroclor-1262	1	ug/l	0.050	ND
Aroclor-1268	1	ug/l	0.050	ND

Sample ID: B-1 (OW)
 Lab#: AD03446-001
 Matrix: Aqueous

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

pH (SM4500-H+ B-11)

Analyte	DF	Units	RL	Result
pH	1	ph		7.8
Temperature	1	c		21.5

Semivolatile Organics (no search) 625

Analyte	DF	Units	RL	Result
1,2,4-Trichlorobenzene	1	ug/l	2.0	ND
Naphthalene	1	ug/l	0.51	ND
Phenol	1	ug/l	2.0	ND

SGT-HEM (Non-Polar Material) 1664B

Analyte	DF	Units	RL	Result
SGT-HEM (Non-Polar Material)	1	mg/l	5.0	ND

Total Kjeldahl Nitrogen EPA 351

Analyte	DF	Units	RL	Result
Total Kjeldahl Nitrogen	1	mg/l	0.20	2.7

Total Solids (SM2540B-11)

Analyte	DF	Units	RL	Result
Total Solids @ 103-105 C	1	mg/l	40	780

Total Suspended Solids (SM2540D-11)

Analyte	DF	Units	RL	Result
Total Suspended Solids @ 103-105 C	1	mg/l	10	240

Volatile Organics (no search) 624

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	1	ug/l	1.0	ND
1,4-Dichlorobenzene	1	ug/l	1.0	ND
Benzene	1	ug/l	0.50	ND
Carbon tetrachloride	1	ug/l	1.0	ND
Chloroform	1	ug/l	1.0	6.9
Ethylbenzene	1	ug/l	1.0	ND
m&p-Xylenes	1	ug/l	1.0	ND
Methyl-t-butyl ether	1	ug/l	0.50	ND
o-Xylene	1	ug/l	1.0	ND
Tetrachloroethene	1	ug/l	1.0	ND
Toluene	1	ug/l	1.0	ND
Xylenes (Total)	1	ug/l	1.0	ND

Form1

ORGANICS VOLATILE REPORT

Sample Number: DAILY BLANK

Client Id:

Data File: 1M105454.D

Analysis Date: 04/05/18 10:54

Date Rec/Extracted:

Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 624

Matrix: Aqueous

Initial Vol: 5ml

Final Vol: NA

Dilution: 1.00

Solids: 0

Units: ug/L							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
71-55-6	1,1,1-Trichloroethane	1.0	U	79601-23-1	m&p-Xylenes	1.0	U
106-46-7	1,4-Dichlorobenzene	1.0	U	1634-04-4	Methyl-t-butyl ether	0.50	U
71-43-2	Benzene	0.50	U	95-47-6	o-Xylene	1.0	U
56-23-5	Carbon Tetrachloride	1.0	U	127-18-4	Tetrachloroethene	1.0	U
67-66-3	Chloroform	1.0	U	108-88-3	Toluene	1.0	U
100-41-4	Ethylbenzene	1.0	U				

Worksheet #: 458895

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Form1

ORGANICS VOLATILE REPORT

Sample Number: AD03446-001

Client Id: B-1 (OW)

Data File: 1M105510.D

Analysis Date: 04/06/18 05:14

Date Rec/Extracted: 04/04/18-NA

Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 624

Matrix: Aqueous

Initial Vol: 5ml

Final Vol: NA

Dilution: 1.00

Solids: 0

Units: ug/L

Cas #	Compound	RI	Conc	Cas #	Compound	RI	Conc
71-55-6	1,1,1-Trichloroethane	1.0	U	79601-23-1	m&p-Xylenes	1.0	U
106-46-7	1,4-Dichlorobenzene	1.0	U	1634-04-4	Methyl-t-butyl ether	0.50	U
71-43-2	Benzene	0.50	U	95-47-6	o-Xylene	1.0	U
56-23-5	Carbon Tetrachloride	1.0	U	127-18-4	Tetrachloroethene	1.0	U
67-66-3	Chloroform	1.0	6.9	108-88-3	Toluene	1.0	U
100-41-4	Ethylbenzene	1.0	U	1330-20-7	Xylenes (Total)	1.0	U

Worksheet #: 458895

Total Target Concentration 6.9

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Form3
Recovery Data Laboratory Limits
 QC Batch: MBS68179

Data File	Sample ID:	Analysis Date					
Spike or Dup: 1M105457.D	MBS68179	4/5/2018 11:53:00 AM					
Non Spike(If applicable):							
Inst Blank(If applicable):							
Method: 624	Matrix: Aqueous	QC Type: MBS					
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	17.5907	0	20	88	50	150
Dichlorodifluoromethane	1	18.7418	0	20	94	50	150
Chloromethane	1	20.0443	0	20	100	1	273
Bromomethane	1	18.9363	0	20	95	1	242
Vinyl Chloride	1	21.8096	0	20	109	1	251
Chloroethane	1	17.3557	0	20	87	14	230
Trichlorofluoromethane	1	19.2724	0	20	96	17	181
Ethyl ether	1	17.3572	0	20	87	50	150
Furan	1	16.9973	0	20	85	50	150
1,1,2-Trichloro-1,2,2-trifluoroethane	1	18.1563	0	20	91	50	150
Methylene Chloride	1	16.6763	0	20	83	1	221
Acrolein	1	86.4144	0	100	86	50	150
Acrylonitrile	1	15.5215	0	20	78	50	150
Iodomethane	1	11.5562	0	20	58	50	150
Acetone	1	85.7662	0	100	86	50	150
Carbon Disulfide	1	15.8727	0	20	79	50	150
t-Butyl Alcohol	1	91.47	0	100	91	50	150
n-Hexane	1	20.1724	0	20	101	70	130
Di-isopropyl-ether	1	17.3103	0	20	87	70	130
1,1-Dichloroethene	1	17.9523	0	20	90	1	234
Methyl Acetate	1	14.9989	0	20	75	50	150
Methyl-t-butyl ether	1	16.3625	0	20	82	70	130
1,1-Dichloroethane	1	17.4669	0	20	87	59	155
trans-1,2-Dichloroethene	1	16.9044	0	20	85	54	156
Ethyl-t-butyl ether	1	17.689	0	20	88	70	130
cis-1,2-Dichloroethene	1	18.1878	0	20	91	70	130
Bromochloromethane	1	16.7003	0	20	84	70	130
2,2-Dichloropropane	1	21.3938	0	20	107	70	130
Ethyl acetate	1	16.9395	0	20	85	50	150
1,4-Dioxane	1	257.7823	0	1000	26*	50	150
1,1-Dichloropropene	1	18.4891	0	20	92	70	130
Chloroform	1	17.6358	0	20	88	51	138
Cyclohexane	1	20.333	0	20	102	70	130
1,2-Dichloroethane	1	16.7284	0	20	84	49	155
2-Butanone	1	16.4939	0	20	82	50	150
1,1,1-Trichloroethane	1	17.6099	0	20	88	52	162
Carbon Tetrachloride	1	18.0692	0	20	90	70	140
Vinyl Acetate	1	18.3255	0	20	92	50	150
Bromodichloromethane	1	17.7334	0	20	89	35	155
Methylcyclohexane	1	20.7214	0	20	104	70	130
Dibromomethane	1	17.4353	0	20	87	70	130
1,2-Dichloropropane	1	17.1993	0	20	86	1	210
Trichloroethene	1	17.5369	0	20	88	71	157
Benzene	1	17.9066	0	20	90	37	151
tert-Amyl methyl ether	1	17.6776	0	20	88	70	130
Iso-propylacetate	1	17.1656	0	20	86	70	130
Methyl methacrylate	1	15.0114	0	20	75	70	130
Dibromochloromethane	1	15.7744	0	20	79	53	149
2-Chloroethylvinylether	1	16.9489	0	20	85	1	305
cis-1,3-Dichloropropene	1	18.0805	0	20	90	1	227
trans-1,3-Dichloropropene	1	17.514	0	20	88	17	183
Ethyl methacrylate	1	17.1974	0	20	86	70	130
1,1,2-Trichloroethane	1	16.8363	0	20	84	52	150
1,2-Dibromoethane	1	17.1205	0	20	86	70	130
1,3-Dichloropropane	1	17.0916	0	20	85	70	130
4-Methyl-2-Pentanone	1	17.0019	0	20	85	50	150
2-Hexanone	1	17.3045	0	20	87	50	150
Tetrachloroethene	1	18.3202	0	20	92	64	148
Toluene	1	18.0307	0	20	90	47	150
1,1,1,2-Tetrachloroethane	1	16.6594	0	20	83	70	130
Chlorobenzene	1	17.646	0	20	88	37	160

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits

QC Batch: MBS68179

n-Butyl acrylate	1	15.7529	0	20	79	70	130
n-Amyl acetate	1	15.616	0	20	78	70	130
Bromoform	1	13.7777	0	20	69	45	169
Ethylbenzene	1	17.6476	0	20	88	37	162
1,1,2,2-Tetrachloroethane	1	17.2379	0	20	86	46	157
Styrene	1	17.9689	0	20	90	70	130
m&p-Xylenes	1	37.4086	0	40	94	70	130
o-Xylene	1	17.9277	0	20	90	70	130
trans-1,4-Dichloro-2-butene	1	17.9956	0	20	90	50	150
1,3-Dichlorobenzene	1	17.84	0	20	89	59	156
1,4-Dichlorobenzene	1	17.6427	0	20	88	18	190
1,2-Dichlorobenzene	1	17.4612	0	20	87	18	190
Isopropylbenzene	1	18.448	0	20	92	70	130
Cyclohexanone	1	121.3259	0	100	121	50	150
Camphene	1	17.6959	0	20	88	70	130
1,2,3-Trichloropropane	1	16.9137	0	20	85	70	130
2-Chlorotoluene	1	18.2761	0	20	91	70	130
p-Ethyltoluene	1	20.3133	0	20	102	70	130
4-Chlorotoluene	1	17.9922	0	20	90	70	130
n-Propylbenzene	1	19.0174	0	20	95	70	130
Bromobenzene	1	17.7243	0	20	89	70	130
1,3,5-Trimethylbenzene	1	18.34	0	20	92	70	130
Butyl methacrylate	1	17.0421	0	20	85	70	130
t-Butylbenzene	1	18.6943	0	20	93	70	130
1,2,4-Trimethylbenzene	1	18.7724	0	20	94	70	130
sec-Butylbenzene	1	19.0145	0	20	95	70	130
4-Isopropyltoluene	1	19.4703	0	20	97	70	130
n-Butylbenzene	1	19.5717	0	20	98	70	130
p-Diethylbenzene	1	20.8296	0	20	104	70	130
1,2,4,5-Tetramethylbenzene	1	20.5139	0	20	103	70	130
1,2-Dibromo-3-Chloropropane	1	15.6539	0	20	78	50	150
Camphor	1	154.539	0	200	77	20	150
Hexachlorobutadiene	1	17.0934	0	20	85	50	150
1,2,4-Trichlorobenzene	1	16.3726	0	20	82	70	130
1,2,3-Trichlorobenzene	1	14.1991	0	20	71	70	130
Naphthalene	1	15.4956	0	20	77	50	150

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
QC Batch: MBS68179

Data File	Sample ID:	Analysis Date
Spike or Dup: 1M105490.D	AD03417-001(MS)	4/5/2018 10:40:00 PM
Non Spike (If applicable): 1M105463.D	AD03417-001	4/5/2018 1:51:00 PM
Inst Blank (If applicable):		

Method: 624

Matrix: Aqueous

QC Type: MS

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	17.4748	0	20	87	50	150
Dichlorodifluoromethane	1	18.7908	0	20	94	50	150
Chloromethane	1	19.0389	0	20	95	1	273
Bromomethane	1	16.0284	0	20	80	1	242
Vinyl Chloride	1	22.3391	0	20	112	1	251
Chloroethane	1	17.9251	0	20	90	14	230
Trichlorofluoromethane	1	20.1666	0	20	101	17	181
Ethyl ether	1	18.1554	0	20	91	50	150
Furan	1	17.8568	0	20	89	50	150
1,1,2-Trichloro-1,2,2-trifluoroethane	1	19.1252	0	20	96	50	150
Methylene Chloride	1	17.2776	0	20	86	1	221
Acrolein	1	87.93	0	100	88	50	150
Acrylonitrile	1	17.2654	0	20	86	50	150
Iodomethane	1	9.6406	0	20	48*	50	150
Acetone	1	91.6546	0	100	92	50	150
Carbon Disulfide	1	16.7191	0	20	84	50	150
t-Butyl Alcohol	1	99.8457	0	100	100	50	150
n-Hexane	1	18.6502	0	20	93	70	130
Di-isopropyl-ether	1	18.0174	0	20	90	70	130
1,1-Dichloroethene	1	18.603	0	20	93	1	234
Methyl Acetate	1	15.9478	0	20	80	50	150
Methyl-t-butyl ether	1	17.6819	0	20	88	70	130
1,1-Dichloroethane	1	18.1853	0	20	91	59	155
trans-1,2-Dichloroethene	1	18.0889	0	20	90	54	156
Ethyl-t-butyl ether	1	18.7959	0	20	94	70	130
cis-1,2-Dichloroethene	1	18.8712	0	20	94	70	130
Bromochloromethane	1	17.5972	0	20	88	70	130
2,2-Dichloropropane	1	20.1469	0	20	101	70	130
Ethyl acetate	1	17.2666	0	20	86	50	150
1,4-Dioxane	1	0	0	1000	0*	50	150
1,1-Dichloropropene	1	19.2751	0	20	96	70	130
Chloroform	1	18.6011	0	20	93	51	138
Cyclohexane	1	21.3201	0	20	107	70	130
1,2-Dichloroethane	1	18.0512	0	20	90	49	155
2-Butanone	1	18.4751	0	20	92	50	150
1,1,1-Trichloroethane	1	18.7299	0	20	94	52	162
Carbon Tetrachloride	1	19.5777	0	20	98	70	140
Vinyl Acetate	1	18.7055	0	20	94	50	150
Bromodichloromethane	1	18.8601	0	20	94	35	155
Methylcyclohexane	1	21.0265	0	20	105	70	130
Dibromomethane	1	18.782	0	20	94	70	130
1,2-Dichloropropane	1	17.862	0	20	89	1	210
Trichloroethene	1	18.7145	0	20	94	71	157
Benzene	1	18.3952	0	20	92	37	151
tert-Amyl methyl ether	1	18.7814	0	20	94	70	130
Iso-propylacetate	1	17.9439	0	20	90	70	130
Methyl methacrylate	1	17.6874	0	20	88	70	130
Dibromochloromethane	1	17.3347	0	20	87	53	149
2-Chloroethylvinylether	1	0	0	20	0*	1	305
cis-1,3-Dichloropropene	1	17.9805	0	20	90	1	227
trans-1,3-Dichloropropene	1	17.8304	0	20	89	17	183
Ethyl methacrylate	1	18.3435	0	20	92	70	130
1,1,2-Trichloroethane	1	17.785	0	20	89	52	150
1,2-Dibromoethane	1	17.567	0	20	88	70	130
1,3-Dichloropropane	1	17.8608	0	20	89	70	130
4-Methyl-2-Pentanone	1	17.9899	0	20	90	50	150
2-Hexanone	1	18.4954	0	20	92	50	150
Tetrachloroethene	1	18.8005	0	20	94	64	148
Toluene	1	18.0723	0	20	90	47	150
1,1,1,2-Tetrachloroethane	1	17.5681	0	20	88	70	130
Chlorobenzene	1	18.5147	0	20	93	37	160

* - Indicates outside of limits

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Form3
Recovery Data Laboratory Limits

QC Batch: MBS68179

n-Butyl acrylate	1	17.5286	0	20	88	70	130
n-Amyl acetate	1	16.187	0	20	81	70	130
Bromoform	1	16.2421	0	20	81	45	169
Ethylbenzene	1	19.3918	0	20	97	37	162
1,1,2,2-Tetrachloroethane	1	19.0188	0	20	95	46	157
Styrene	1	19.2815	0	20	96	70	130
m&p-Xylenes	1	39.3227	0	40	98	70	130
o-Xylene	1	19.0968	0	20	95	70	130
trans-1,4-Dichloro-2-butene	1	12.1929	0	20	61	50	150
1,3-Dichlorobenzene	1	18.7485	0	20	94	59	156
1,4-Dichlorobenzene	1	18.7666	0	20	94	18	190
1,2-Dichlorobenzene	1	18.7701	0	20	94	18	190
Isopropylbenzene	1	19.6192	0	20	98	70	130
Cyclohexanone	1	48.2927	0	100	48*	50	150
Camphene	1	3.4169	0	20	17*	70	130
1,2,3-Trichloropropane	1	18.8635	0	20	94	70	130
2-Chlorotoluene	1	19.1939	0	20	96	70	130
p-Ethyltoluene	1	21.5452	0	20	108	70	130
4-Chlorotoluene	1	19.3247	0	20	97	70	130
n-Propylbenzene	1	19.6993	0	20	98	70	130
Bromobenzene	1	17.31	0	20	87	70	130
1,3,5-Trimethylbenzene	1	19.327	0	20	97	70	130
Butyl methacrylate	1	17.7608	0	20	89	70	130
t-Butylbenzene	1	19.7017	0	20	99	70	130
1,2,4-Trimethylbenzene	1	19.7169	0	20	99	70	130
sec-Butylbenzene	1	19.7687	0	20	99	70	130
4-Isopropyltoluene	1	20.1498	0	20	101	70	130
n-Butylbenzene	1	19.8023	0	20	99	70	130
p-Diethylbenzene	1	21.3178	0	20	107	70	130
1,2,4,5-Tetramethylbenzene	1	21.7627	0	20	109	70	130
1,2-Dibromo-3-Chloropropane	1	18.5528	0	20	93	50	150
Camphor	1	175.7791	0	200	88	20	150
Hexachlorobutadiene	1	18.2323	0	20	91	50	150
1,2,4-Trichlorobenzene	1	17.7711	0	20	89	70	130
1,2,3-Trichlorobenzene	1	17.038	0	20	85	70	130
Naphthalene	1	18.9925	0	20	95	50	150

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
 QC Batch: MBS68179

Data File		Sample ID:		Analysis Date			
Spike or Dup: 1M105492.D		AD03417-001(MSD)		4/5/2018 11:20:00 PM			
Non Spike(If applicable): 1M105463.D		AD03417-001		4/5/2018 1:51:00 PM			
Inst Blank(If applicable):							
Method: 624		Matrix: Aqueous		QC Type: MSD			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	16.8956	0	20	84	50	150
Dichlorodifluoromethane	1	18.0222	0	20	90	50	150
Chloromethane	1	18.1744	0	20	91	1	273
Bromomethane	1	16.1399	0	20	81	1	242
Vinyl Chloride	1	21.5484	0	20	108	1	251
Chloroethane	1	17.0207	0	20	85	14	230
Trichlorofluoromethane	1	19.6278	0	20	98	17	181
Ethyl ether	1	17.6203	0	20	88	50	150
Furan	1	17.0802	0	20	85	50	150
1,1,2-Trichloro-1,2,2-trifluoroethane	1	18.4425	0	20	92	50	150
Methylene Chloride	1	16.9804	0	20	85	1	221
Acrolein	1	89.1453	0	100	89	50	150
Acrylonitrile	1	16.8978	0	20	84	50	150
Iodomethane	1	10.5714	0	20	53	50	150
Acetone	1	97.1211	0	100	97	50	150
Carbon Disulfide	1	16.3013	0	20	82	50	150
t-Butyl Alcohol	1	126.5137	0	100	127	50	150
n-Hexane	1	18.443	0	20	92	70	130
Di-isopropyl-ether	1	17.4467	0	20	87	70	130
1,1-Dichloroethene	1	18.0496	0	20	90	1	234
Methyl Acetate	1	16.1123	0	20	81	50	150
Methyl-t-butyl ether	1	17.145	0	20	86	70	130
1,1-Dichloroethane	1	17.616	0	20	88	59	155
trans-1,2-Dichloroethene	1	17.4235	0	20	87	54	156
Ethyl-t-butyl ether	1	18.2929	0	20	91	70	130
cis-1,2-Dichloroethene	1	18.0381	0	20	90	70	130
Bromochloromethane	1	16.8806	0	20	84	70	130
2,2-Dichloropropane	1	19.1705	0	20	96	70	130
Ethyl acetate	1	18.5245	0	20	93	50	150
1,4-Dioxane	1	1122.484	0	1000	112	50	150
1,1-Dichloropropene	1	18.6904	0	20	93	70	130
Chloroform	1	17.838	0	20	89	51	138
Cyclohexane	1	20.6117	0	20	103	70	130
1,2-Dichloroethane	1	17.3804	0	20	87	49	155
2-Butanone	1	18.943	0	20	95	50	150
1,1,1-Trichloroethane	1	18.1701	0	20	91	52	162
Carbon Tetrachloride	1	19.0617	0	20	95	70	140
Vinyl Acetate	1	18.0651	0	20	90	50	150
Bromodichloromethane	1	18.2131	0	20	91	35	155
Methylcyclohexane	1	20.0581	0	20	100	70	130
Dibromomethane	1	18.2976	0	20	91	70	130
1,2-Dichloropropane	1	17.2764	0	20	86	1	210
Trichloroethene	1	17.9085	0	20	90	71	157
Benzene	1	17.9085	0	20	90	37	151
tert-Amyl methyl ether	1	18.2648	0	20	91	70	130
Iso-propylacetate	1	17.9379	0	20	90	70	130
Methyl methacrylate	1	17.5874	0	20	88	70	130
Dibromochloromethane	1	17.0853	0	20	85	53	149
2-Chloroethylvinylether	1	0	0	20	0*	1	305
cis-1,3-Dichloropropene	1	17.9934	0	20	90	1	227
trans-1,3-Dichloropropene	1	17.6606	0	20	88	17	183
Ethyl methacrylate	1	17.9974	0	20	90	70	130
1,1,2-Trichloroethane	1	17.6369	0	20	88	52	150
1,2-Dibromoethane	1	17.827	0	20	89	70	130
1,3-Dichloropropane	1	17.5324	0	20	88	70	130
4-Methyl-2-Pentanone	1	18.4242	0	20	92	50	150
2-Hexanone	1	18.769	0	20	94	50	150
Tetrachloroethene	1	18.4257	0	20	92	64	148
Toluene	1	17.4742	0	20	87	47	150
1,1,1,2-Tetrachloroethane	1	17.422	0	20	87	70	130
Chlorobenzene	1	18.0918	0	20	90	37	160

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3

Recovery Data Laboratory Limits

QC Batch: MBS68179

n-Butyl acrylate	1	17.3248	0	20	87	70	130
n-Amyl acetate	1	16.2465	0	20	81	70	130
Bromoform	1	16.2933	0	20	81	45	169
Ethylbenzene	1	18.9882	0	20	95	37	162
1,1,2,2-Tetrachloroethane	1	18.8062	0	20	94	46	157
Styrene	1	18.7877	0	20	94	70	130
m&p-Xylenes	1	38.6166	0	40	97	70	130
o-Xylene	1	18.7675	0	20	94	70	130
trans-1,4-Dichloro-2-butene	1	12.6296	0	20	63	50	150
1,3-Dichlorobenzene	1	18.3102	0	20	92	59	156
1,4-Dichlorobenzene	1	18.2812	0	20	91	18	190
1,2-Dichlorobenzene	1	18.26	0	20	91	18	190
Isopropylbenzene	1	18.9536	0	20	95	70	130
Cyclohexanone	1	73.6266	0	100	74	50	150
Camphene	1	3.5665	0	20	18*	70	130
1,2,3-Trichloropropane	1	18.6647	0	20	93	70	130
2-Chlorotoluene	1	18.9593	0	20	95	70	130
p-Ethyltoluene	1	20.8535	0	20	104	70	130
4-Chlorotoluene	1	18.8615	0	20	94	70	130
n-Propylbenzene	1	19.1019	0	20	96	70	130
Bromobenzene	1	17.0039	0	20	85	70	130
1,3,5-Trimethylbenzene	1	18.526	0	20	93	70	130
Butyl methacrylate	1	16.3083	0	20	82	70	130
t-Butylbenzene	1	19.1116	0	20	96	70	130
1,2,4-Trimethylbenzene	1	19.4908	0	20	97	70	130
sec-Butylbenzene	1	19.0033	0	20	95	70	130
4-Isopropyltoluene	1	19.4968	0	20	97	70	130
n-Butylbenzene	1	19.3165	0	20	97	70	130
p-Diethylbenzene	1	20.683	0	20	103	70	130
1,2,4,5-Tetramethylbenzene	1	21.5631	0	20	108	70	130
1,2-Dibromo-3-Chloropropane	1	19.1346	0	20	96	50	150
Camphor	1	211.9243	0	200	106	20	150
Hexachlorobutadiene	1	18.3173	0	20	92	50	150
1,2,4-Trichlorobenzene	1	19.1394	0	20	96	70	130
1,2,3-Trichlorobenzene	1	19.5182	0	20	98	70	130
Naphthalene	1	19.9863	0	20	100	50	150

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3

RPD Data Laboratory Limits

QC Batch: MBS68179

Data File	Sample ID:	Analysis Date
Spike or Dup: 1M105492.D	AD03417-001(MSD)	4/5/2018 11:20:00 PM
Duplicate(If applicable): 1M105490.D	AD03417-001(MS)	4/5/2018 10:40:00 PM
Inst Blank(If applicable):		

Method: 624

Matrix: Aqueous

QC Type: MSD

Analyte:	Column	Dup/MSD/MBSD Conc	Sample/MS/MBS Conc	RPD	Limit
Chlorodifluoromethane	1	16.8956	17.4748	3.4	30
Dichlorodifluoromethane	1	18.0222	18.7908	4.2	30
Chloromethane	1	18.1744	19.0389	4.6	66
Bromomethane	1	16.1399	16.0284	0.69	42
Vinyl Chloride	1	21.5484	22.3391	3.6	30
Chloroethane	1	17.0207	17.9251	5.2	50
Trichlorofluoromethane	1	19.6278	20.1666	2.7	41
Ethyl ether	1	17.6203	18.1554	3	30
Furan	1	17.0802	17.8568	4.4	30
1,1,2-Trichloro-1,2,2-trifluoroethane	1	18.4425	19.1252	3.6	30
Methylene Chloride	1	16.9804	17.2776	1.7	38
Acrolein	1	89.1453	87.93	1.4	30
Acrylonitrile	1	16.8978	17.2654	2.2	30
Iodomethane	1	10.5714	9.6406	9.2	30
Acetone	1	97.1211	91.6546	5.8	30
Carbon Disulfide	1	16.3013	16.7191	2.5	30
t-Butyl Alcohol	1	126.5137	99.8457	24	30
n-Hexane	1	18.443	18.6502	1.1	30
Di-isopropyl-ether	1	17.4467	18.0174	3.2	30
1,1-Dichloroethene	1	18.0496	18.603	3	34
Methyl Acetate	1	16.1123	15.9478	1	30
Methyl-t-butyl ether	1	17.145	17.6819	3.1	30
1,1-Dichloroethane	1	17.616	18.1853	3.2	30
trans-1,2-Dichloroethene	1	17.4235	18.0889	3.7	48
Ethyl-t-butyl ether	1	18.2929	18.7959	2.7	30
cis-1,2-Dichloroethene	1	18.0381	18.8712	4.5	30
Bromochloromethane	1	16.8806	17.5972	4.2	30
2,2-Dichloropropane	1	19.1705	20.1469	5	30
Ethyl acetate	1	18.5245	17.2656	7	30
1,4-Dioxane	1	1122.484	0	200*	30
1,1-Dichloropropene	1	18.6904	19.2751	3.1	30
Chloroform	1	17.838	18.6011	4.2	37
Cyclohexane	1	20.6117	21.3201	3.4	30
1,2-Dichloroethane	1	17.3804	18.0512	3.8	34
2-Butanone	1	18.943	18.4751	2.5	40
1,1,1-Trichloroethane	1	18.1701	18.7299	3	33
Carbon Tetrachloride	1	19.0617	19.5777	2.7	32
Vinyl Acetate	1	18.0651	18.7055	3.5	30
Bromodichloromethane	1	18.2131	18.8601	3.5	30
Methylcyclohexane	1	20.0581	21.0265	4.7	30
Dibromomethane	1	18.2976	18.782	2.6	30
1,2-Dichloropropane	1	17.2764	17.862	3.3	30
Trichloroethene	1	17.9085	18.7145	4.4	30
Benzene	1	17.9085	18.3952	2.7	29
tert-Amyl methyl ether	1	18.2648	18.7814	2.8	30
Iso-propylacetate	1	17.9379	17.9439	0.03	30
Methyl methacrylate	1	17.5874	17.6874	0.57	30
Dibromochloromethane	1	17.0853	17.3347	1.4	30
2-Chloroethylvinylether	1	0	0	NA	40
cis-1,3-Dichloropropene	1	17.9934	17.9805	0.07	34
trans-1,3-Dichloropropene	1	17.6606	17.8304	0.96	31
Ethyl methacrylate	1	17.9974	18.3435	1.9	30
1,1,2-Trichloroethane	1	17.6369	17.785	0.84	37
1,2-Dibromoethane	1	17.827	17.567	1.5	30
1,3-Dichloropropane	1	17.5324	17.8608	1.9	30
4-Methyl-2-Pentanone	1	18.4242	17.9899	2.4	30
2-Hexanone	1	18.769	18.4954	1.5	30
Tetrachloroethene	1	18.4257	18.8005	2	27
Toluene	1	17.4742	18.0723	3.4	33
1,1,1,2-Tetrachloroethane	1	17.422	17.5681	0.84	30
Chlorobenzene	1	18.0918	18.5147	2.3	30
n-Butyl acrylate	1	17.3248	17.5286	1.2	30
n-Amyl acetate	1	16.2465	16.187	0.37	30

Form3

RPD Data Laboratory Limits

QC Batch: MBS68179

Bromoform	1	16.2933	16.2421	0.31	30
Ethylbenzene	1	18.9882	19.3918	2.1	41
1,1,2,2-Tetrachloroethane	1	18.8062	19.0188	1.1	29
Styrene	1	18.7877	19.2815	2.6	30
m&p-Xylenes	1	38.6166	39.3227	1.8	30
o-Xylene	1	18.7675	19.0968	1.7	30
trans-1,4-Dichloro-2-butene	1	12.6296	12.1929	3.5	30
1,3-Dichlorobenzene	1	18.3102	18.7485	2.4	30
1,4-Dichlorobenzene	1	18.2812	18.7666	2.6	30
1,2-Dichlorobenzene	1	18.26	18.7701	2.8	34
Isopropylbenzene	1	18.9536	19.6192	3.5	30
Cyclohexanone	1	73.6266	48.2927	42*	30
Camphene	1	3.5665	3.4169	4.3	30
1,2,3-Trichloropropane	1	18.6647	18.8635	1.1	30
2-Chlorotoluene	1	18.9593	19.1939	1.2	30
p-Ethyltoluene	1	20.8535	21.5452	3.3	30
4-Chlorotoluene	1	18.8615	19.3247	2.4	30
n-Propylbenzene	1	19.1019	19.6993	3.1	40
Bromobenzene	1	17.0039	17.31	1.8	30
1,3,5-Trimethylbenzene	1	18.526	19.327	4.2	30
Butyl methacrylate	1	16.3083	17.7608	8.5	30
t-Butylbenzene	1	19.1116	19.7017	3	30
1,2,4-Trimethylbenzene	1	19.4908	19.7169	1.2	30
sec-Butylbenzene	1	19.0033	19.7687	3.9	40
4-Isopropyltoluene	1	19.4968	20.1498	3.3	30
n-Butylbenzene	1	19.3165	19.8023	2.5	30
p-Diethylbenzene	1	20.683	21.3178	3	30
1,2,4,5-Tetramethylbenzene	1	21.5631	21.7627	0.92	30
1,2-Dibromo-3-Chloropropane	1	19.1346	18.5528	3.1	30
Camphor	1	211.9243	175.7791	19	30
Hexachlorobutadiene	1	18.3173	18.2323	0.47	30
1,2,4-Trichlorobenzene	1	19.1394	17.7711	7.4	30
1,2,3-Trichlorobenzene	1	19.5182	17.038	14	30
Naphthalene	1	19.9863	18.9925	5.1	30

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

Form1

ORGANICS SEMIVOLATILE REPORT

Sample Number: WMB67644 Method: EPA 625
 Client Id: Matrix: Aqueous
 Data File: 7M90939.D Initial Vol: 1000ml
 Analysis Date: 04/10/18 15:30 Final Vol: 1ml
 Date Rec/Extracted: NA-04/09/18 Dilution: 1
 Column: DB-5MS 30M 0.250mm ID 0.25um film Solids: 0

		Units: ug/L					
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
120-82-1	1,2,4-Trichlorobenzene	2.0	U	108-95-2	Phenol	2.0	U
91-20-3	Naphthalene	0.50	U				

Worksheet #: 459141

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Form1

ORGANICS SEMIVOLATILE REPORT

Sample Number: AD03446-001(R)

Client Id: B-1 (OW)

Data File: 7M90949.D

Analysis Date: 04/10/18 19:23

Date Rec/Extracted: 04/04/18-04/09/18

Column: DB-5MS 30M 0.250mm ID 0.25um film

Method: EPA 625

Matrix: Aqueous

Initial Vol: 980ml

Final Vol: 1ml

Dilution: 1

Solids: 0

Units: ug/L

Cas #	Compound	RL	Conc
120-82-1	1,2,4-Trichlorobenzene	2.0	U
91-20-3	Naphthalene	0.51	U

Cas #	Compound	RL	Conc
108-95-2	Phenol	2.0	U

Worksheet #: 459141

Total Target Concentration 0

ColumnID: (*) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration uses

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

FORM2

Surrogate Recovery

Method: EPA 625

Dfile	Sample#	Matrix	Date/Time	Surr Dil	Dilute Out Flag	Column1 S1 Recov	Column1 S2 Recov	Column1 S3 Recov	Column1 S4 Recov	Column1 S5 Recov	Column1 S6 Recov
7M90884.D	WMB67626	A	04/06/18 12:55	1		48	34	95	88	95	103
7M90939.D	WMB67644	A	04/10/18 15:30	1	0.5 1 5R 4116	46	34	84	80	78	91
7M90949.D	AD03446-001(R)	A	04/10/18 19:23	1		38	32	66	64	67	74
10M68419.D	WMB67644(MS)	A	04/10/18 11:57	1		57	44	93	91	111	107
7M90883.D	WMB67626(MS)	A	04/06/18 12:32	1		54	38	105	92	109	111
7M90888.D	AD03446-001(MS)	A	04/06/18 15:03	1		59	53	84	48*	101	106
7M90889.D	AD03446-001(MSD)	A	04/06/18 15:26	1		60	52	74	34*	88	95

Flags: SD=Surrogate diluted out

*=Surrogate out

Method: EPA 625

Aqueous Laboratory Limits

Compound	Spike Amt	Limits
S1=2-Fluorophenol	100	29-113
S2=Phenol-d5	100	27-115
S3=Nitrobenzene-d5	50	51-139
S4=2-Fluorobiphenyl	50	53-129
S5=2,4,6-Tribromophenol	100	54-149
S6=Terphenyl-d14	50	55-146

Form3
Recovery Data Laboratory Limits
 QC Batch: WMB67626

8840427 0024

Data File		Sample ID:		Analysis Date			
Spike or Dup: 7M90883.D		WMB67626(MS)		4/6/2018 12:32:00 PM			
Non Spike(If applicable):							
Inst Blank(If applicable):							
Method: 625		Matrix: Aqueous		QC Type: MBS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
1,4-Dioxane	1	53.4068	0	100	53	20	160
Pyridine	1	38.0692	0	100	38	5	150
N-Nitrosodimethylamine	1	49.1551	0	100	49	35	180
Benzaldehyde	1	122.2406	0	100	122	20	150
Aniline	1	83.7827	0	100	84	20	150
Pentachloroethane	1	78.0661	0	100	78	50	130
bis(2-Chloroethyl)ether	1	66.639	0	100	67	12	158
Phenol	1	32.426	0	100	32	5	112
2-Chlorophenol	1	68.0239	0	100	68	23	134
N-Decane	1	72.5844	0	100	73	40	130
1,3-Dichlorobenzene	1	61.6007	0	100	62	50	130
1,4-Dichlorobenzene	1	59.4126	0	100	59	50	130
1,2-Dichlorobenzene	1	59.4097	0	100	59	50	130
Benzyl alcohol	1	71.0185	0	100	71	70	130
bis(2-chloroisopropyl)ether	1	58.304	0	100	58	36	166
2-Methylphenol	1	52.6484	0	100	53*	60	130
Acetophenone	1	87.219	0	100	87	50	130
Hexachloroethane	1	61.1739	0	100	61	40	113
N-Nitroso-di-n-propylamine	1	66.4304	0	100	66	1	230
3&4-Methylphenol	1	51.8413	0	100	52	50	130
Nitrobenzene	1	71.9817	0	100	72	35	180
Isophorone	1	72.1054	0	100	72	21	196
2-Nitrophenol	1	85.0083	0	100	85	29	182
2,4-Dimethylphenol	1	63.4297	0	100	63	32	119
Benzoic Acid	1	40.4291	0	100	40	20	130
bis(2-Chloroethoxy)methane	1	70.1574	0	100	70	33	184
2,4-Dichlorophenol	1	76.3379	0	100	76	39	135
1,2,4-Trichlorobenzene	1	62.1849	0	100	62	44	142
Naphthalene	1	60.2208	0	100	60	21	133
4-Chloroaniline	1	90.0023	0	100	90	50	150
Hexachlorobutadiene	1	61.5265	0	100	62	24	116
Caprolactam	1	42.6615	0	100	43	20	130
4-Chloro-3-methylphenol	1	79.1356	0	100	79	22	147
2-Methylnaphthalene	1	75.2172	0	100	75	70	130
1-Methylnaphthalene	1	77.5341	0	100	78	70	130
1,1'-Biphenyl	1	79.6301	0	100	80	70	130
1,2,4,5-Tetrachlorobenzene	1	89.9399	0	100	90	70	130
Hexachlorocyclopentadiene	1	62.2049	0	100	62	20	130
2,4,6-Trichlorophenol	1	74.4	0	100	74	37	144
2,4,5-Trichlorophenol	1	78.3924	0	100	78	70	130
2-Chloronaphthalene	1	60.1208	0	100	60	60	118
1,4-Dimethylnaphthalene	1	77.989	0	100	78	70	130
Diphenyl Ether	1	89.2378	0	100	89	70	130
2-Nitroaniline	1	94.9363	0	100	95	50	150
Coumarin	1	85.2849	0	100	85	70	130
Acenaphthylene	1	74.3897	0	100	74	33	145
Dimethylphthalate	1	77.5709	0	100	78	1	112
2,6-Dinitrotoluene	1	82.4489	0	100	82	50	158
Acenaphthene	1	70.4864	0	100	70	47	145
3-Nitroaniline	1	88.5436	0	100	89	50	150
2,4-Dinitrophenol	1	92.2369	0	100	92	1	191
Dibenzofuran	1	76.8268	0	100	77	70	130
2,4-Dinitrotoluene	1	81.0311	0	100	81	39	139
4-Nitrophenol	1	32.8587	0	100	33	1	132
2,3,4,6-Tetrachlorophenol	1	74.7215	0	100	75	70	130
Fluorene	1	72.5123	0	100	73	59	121
4-Chlorophenyl-phenylether	1	69.6439	0	100	70	25	158
Diethylphthalate	1	79.6452	0	100	80	1	114
4-Nitroaniline	1	85.2532	0	100	85	50	150
Atrazine	1	99.8298	0	100	100	50	130
4,6-Dinitro-2-methylphenol	1	102.1838	0	100	102	1	181

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits

8848427 0025

QC Batch: WMB67626

n-Nitrosodiphenylamine	1	61.2603	0	100	61	50	130
1,2-Diphenylhydrazine	1	71.8575	0	100	72	70	130
4-Bromophenyl-phenylether	1	75.5632	0	100	76	53	127
Hexachlorobenzene	1	73.1456	0	100	73	1	152
N-Octadecane	1	93.7114	0	100	94	70	130
Pentachlorophenol	1	88.903	0	100	89	14	176
Phenanthrene	1	72.5548	0	100	73	54	120
Anthracene	1	73.2569	0	100	73	27	133
Carbazole	1	75.525	0	100	76	70	130
Di-n-butylphthalate	1	82.7282	0	100	83	1	118
Fluoranthene	1	75.4507	0	100	75	26	137
Pyrene	1	77.7606	0	100	78	52	115
Benzidine	1	19.8731	0	100	20	1	130
Butylbenzylphthalate	1	77.0262	0	100	77	1	152
3,3'-Dichlorobenzidine	1	100.9849	0	100	101	1	262
Benzo[a]anthracene	1	77.3306	0	100	77	33	143
Chrysene	1	74.5725	0	100	75	17	168
bis(2-Ethylhexyl)phthalate	1	78.1306	0	100	78	8	158
Di-n-octylphthalate	1	81.4117	0	100	81	4	146
Benzo[b]fluoranthene	1	77.4923	0	100	77	24	159
Benzo[k]fluoranthene	1	72.9291	0	100	73	11	162
Benzo[a]pyrene	1	72.1445	0	100	72	17	163
Indeno[1,2,3-cd]pyrene	1	79.8331	0	100	80	1	171
Dibenzo[a,h]anthracene	1	76.916	0	100	77	1	227
Benzo[g,h,i]perylene	1	75.5054	0	100	76	1	219

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
QC Batch: WMB67644

8040427 0026

Data File	Sample ID:	Analysis Date
Spike or Dup: 10M68419.D	WMB67644(MS)	4/10/2018 11:57:00 AM
Non Spike(If applicable):		
Inst Blank(If applicable):		
Method: 625	Matrix: Aqueous	QC Type: MBS

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
1,4-Dioxane	1	47.1882	0	100	47	20	160
Pyridine	1	14.9435	0	100	15	5	150
N-Nitrosodimethylamine	1	48.6886	0	100	49	35	180
Benzaldehyde	1	95.6351	0	100	96	20	150
Aniline	1	53.439	0	100	53	20	150
Pentachloroethane	1	66.5358	0	100	67	50	130
bis(2-Chloroethyl)ether	1	63.0341	0	100	63	12	158
Phenol	1	34.8524	0	100	35	5	112
2-Chlorophenol	1	63.4055	0	100	63	23	134
N-Decane	1	55.9643	0	100	56	40	130
1,3-Dichlorobenzene	1	61.4062	0	100	61	50	130
1,4-Dichlorobenzene	1	60.9573	0	100	61	50	130
1,2-Dichlorobenzene	1	60.8473	0	100	61	50	130
Benzyl alcohol	1	62.2131	0	100	62*	70	130
bis(2-chloroisopropyl)ether	1	53.892	0	100	54	36	166
2-Methylphenol	1	55.5631	0	100	56*	60	130
Acetophenone	1	82.5182	0	100	83	50	130
Hexachloroethane	1	62.395	0	100	62	40	113
N-Nitroso-di-n-propylamine	1	58.86	0	100	59	1	230
3&4-Methylphenol	1	53.4326	0	100	53	50	130
Nitrobenzene	1	66.4453	0	100	66	35	180
Isophorone	1	65.1524	0	100	65	21	196
2-Nitrophenol	1	71.155	0	100	71	29	182
2,4-Dimethylphenol	1	57.52	0	100	58	32	119
Benzoic Acid	1	17.1433	0	100	17*	20	130
bis(2-Chloroethoxy)methane	1	64.772	0	100	65	33	184
2,4-Dichlorophenol	1	64.9928	0	100	65	39	135
1,2,4-Trichlorobenzene	1	66.6036	0	100	67	44	142
Naphthalene	1	63.5126	0	100	64	21	133
4-Chloroaniline	1	117.2759	0	100	117	50	150
Hexachlorobutadiene	1	72.7682	0	100	73	24	116
Caprolactam	1	51.4457	0	100	51	20	130
4-Chloro-3-methylphenol	1	74.0691	0	100	74	22	147
2-Methylnaphthalene	1	72.1312	0	100	72	70	130
1-Methylnaphthalene	1	77.6684	0	100	78	70	130
1,1'-Biphenyl	1	75.5791	0	100	76	70	130
1,2,4,5-Tetrachlorobenzene	1	88.4293	0	100	88	70	130
Hexachlorocyclopentadiene	1	66.0137	0	100	66	20	130
2,4,6-Trichlorophenol	1	75.7197	0	100	76	37	144
2,4,5-Trichlorophenol	1	76.6284	0	100	77	70	130
2-Chloronaphthalene	1	68.8061	0	100	69	60	118
1,4-Dimethylnaphthalene	1	72.1024	0	100	72	70	130
Diphenyl Ether	1	87.6434	0	100	88	70	130
2-Nitroaniline	1	78.3821	0	100	78	50	150
Coumarin	1	84.5074	0	100	85	70	130
Acenaphthylene	1	73.3321	0	100	73	33	145
Dimethylphthalate	1	71.8319	0	100	72	1	112
2,6-Dinitrotoluene	1	71.5436	0	100	72	50	158
Acenaphthene	1	69.4067	0	100	69	47	145
3-Nitroaniline	1	78.8921	0	100	79	50	150
2,4-Dinitrophenol	1	72.8296	0	100	73	1	191
Dibenzofuran	1	71.5063	0	100	72	70	130
2,4-Dinitrotoluene	1	78.4208	0	100	78	39	139
4-Nitrophenol	1	32.4134	0	100	32	1	132
2,3,4,6-Tetrachlorophenol	1	69.4726	0	100	69*	70	130
Fluorene	1	75.5714	0	100	76	59	121
4-Chlorophenyl-phenylether	1	75.7051	0	100	76	25	158
Diethylphthalate	1	74.9919	0	100	75	1	114
4-Nitroaniline	1	83.9287	0	100	84	50	150
Atrazine	1	91.8807	0	100	92	50	130
4,6-Dinitro-2-methylphenol	1	85.6255	0	100	86	1	181

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Recovery Data Laboratory Limits

QC Batch: WMB67644

n-Nitrosodiphenylamine	1	64.4181	0	100	64	50	130
1,2-Diphenylhydrazine	1	69.0229	0	100	69*	70	130
4-Bromophenyl-phenylether	1	74.8182	0	100	75	53	127
Hexachlorobenzene	1	72.9074	0	100	73	1	152
N-Octadecane	1	84.0862	0	100	84	70	130
Pentachlorophenol	1	68.3505	0	100	68	14	176
Phenanthrene	1	70.7698	0	100	71	54	120
Anthracene	1	70.6152	0	100	71	27	133
Carbazole	1	74.4408	0	100	74	70	130
Di-n-butylphthalate	1	78.7346	0	100	79	1	118
Fluoranthene	1	76.3711	0	100	76	26	137
Pyrene	1	75.8296	0	100	76	52	115
Benzidine	1	15.2955	0	100	15	1	130
Butylbenzylphthalate	1	82.6943	0	100	83	1	152
3,3'-Dichlorobenzidine	1	103.4992	0	100	103	1	262
Benzo[a]anthracene	1	75.5604	0	100	76	33	143
Chrysene	1	73.5025	0	100	74	17	168
bis(2-Ethylhexyl)phthalate	1	81.3748	0	100	81	8	158
Di-n-octylphthalate	1	70.6984	0	100	71	4	146
Benzo[b]fluoranthene	1	85.0137	0	100	85	24	159
Benzo[k]fluoranthene	1	76.1846	0	100	76	11	162
Benzo[a]pyrene	1	71.7582	0	100	72	17	163
Indeno[1,2,3-cd]pyrene	1	83.5686	0	100	84	1	171
Dibenzo[a,h]anthracene	1	82.3185	0	100	82	1	227
Benzo[g,h,i]perylene	1	76.097	0	100	76	1	219

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
 QC Batch: WMB67628

8040427 0028

Data File		Sample ID:		Analysis Date			
Spike or Dup: 7M90888.D		AD03446-001(MS)		4/6/2018 3:03:00 PM			
Non Spike(If applicable): 7M90949.D		AD03446-001(R)		4/10/2018 7:23:00 PM			
Inst Blank(If applicable):							
Method: 625		Matrix: Aqueous		QC Type: MS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
1,4-Dioxane	1	51.7804	0	100	52	20	160
Pyridine	1	23.8736	0	100	24	5	150
N-Nitrosodimethylamine	1	52.1102	0	100	52	35	180
Benzaldehyde	1	85.8182	0	100	86	20	150
Aniline	1	63.2004	0	100	63	20	150
Pentachloroethane	1	59.4076	0	100	59	50	130
bis(2-Chloroethyl)ether	1	51.752	0	100	52	12	158
Phenol	1	39.3264	0	100	39	5	112
2-Chlorophenol	1	57.4518	0	100	57	23	134
N-Decane	1	53.1392	0	100	53	40	130
1,3-Dichlorobenzene	1	15.5793	0	100	16*	50	130
1,4-Dichlorobenzene	1	16.1676	0	100	16*	50	130
1,2-Dichlorobenzene	1	18.1465	0	100	18*	50	130
Benzyl alcohol	1	59.8833	0	100	60*	70	130
bis(2-chloroisopropyl)ether	1	37.8415	0	100	38	36	166
2-Methylphenol	1	54.687	0	100	55*	60	130
Acetophenone	1	76.8372	0	100	77	50	130
Hexachloroethane	1	15.4815	0	100	15*	40	113
N-Nitroso-di-n-propylamine	1	56.5339	0	100	57	1	230
3&4-Methylphenol	1	56.5459	0	100	57	50	130
Nitrobenzene	1	63.8462	0	100	64	35	180
Isophorone	1	65.3945	0	100	65	21	196
2-Nitrophenol	1	70.1957	0	100	70	29	182
2,4-Dimethylphenol	1	61.1661	0	100	61	32	119
Benzoic Acid	1	63.7737	0	100	64	20	130
bis(2-Chloroethoxy)methane	1	62.7615	0	100	63	33	184
2,4-Dichlorophenol	1	66.7352	0	100	67	39	135
1,2,4-Trichlorobenzene	1	42.6663	0	100	43*	44	142
Naphthalene	1	44.0443	0	100	44	21	133
4-Chloroaniline	1	76.2431	0	100	76	50	150
Hexachlorobutadiene	1	34.6475	0	100	35	24	116
Caprolactam	1	74.8758	0	100	75	20	130
4-Chloro-3-methylphenol	1	78.2818	0	100	78	22	147
2-Methylnaphthalene	1	65.4677	0	100	65*	70	130
1-Methylnaphthalene	1	75.9664	0	100	76	70	130
1,1'-Biphenyl	1	78.7075	0	100	79	70	130
1,2,4,5-Tetrachlorobenzene	1	86.036	0	100	86	70	130
Hexachlorocyclopentadiene	1	58.048	0	100	58	20	130
2,4,6-Trichlorophenol	1	69.015	0	100	69	37	144
2,4,5-Trichlorophenol	1	76.9193	0	100	77	70	130
2-Chloronaphthalene	1	59.7753	0	100	60	60	118
1,4-Dimethylnaphthalene	1	76.4741	0	100	76	70	130
Diphenyl Ether	1	87.6967	0	100	88	70	130
2-Nitroaniline	1	85.5014	0	100	86	50	150
Coumarin	1	84.0206	0	100	84	70	130
Acenaphthylene	1	74.5301	0	100	75	33	145
Dimethylphthalate	1	77.1967	0	100	77	1	112
2,6-Dinitrotoluene	1	81.1227	0	100	81	50	158
Acenaphthene	1	72.2644	0	100	72	47	145
3-Nitroaniline	1	79.1956	0	100	79	50	150
2,4-Dinitrophenol	1	109.0401	0	100	109	1	191
Dibenzofuran	1	71.7965	0	100	72	70	130
2,4-Dinitrotoluene	1	79.3717	0	100	79	39	139
4-Nitrophenol	1	52.8989	0	100	53	1	132
2,3,4,6-Tetrachlorophenol	1	73.2198	0	100	73	70	130
Fluorene	1	75.5567	0	100	76	59	121
4-Chlorophenyl-phenylether	1	73.6359	0	100	74	25	158
Diethylphthalate	1	81.1225	0	100	81	1	114
4-Nitroaniline	1	67.5973	0	100	68	50	150
Atrazine	1	96.57	0	100	97	50	130
4,6-Dinitro-2-methylphenol	1	104.7068	0	100	105	1	181

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Recovery Data Laboratory Limits

QC Batch: WMB67626

n-Nitrosodiphenylamine	1	59.685	0	100	60	50	130
1,2-Diphenylhydrazine	1	71.919	0	100	72	70	130
4-Bromophenyl-phenylether	1	75.6053	0	100	76	53	127
Hexachlorobenzene	1	75.7049	0	100	76	1	152
N-Octadecane	1	92.4671	0	100	92	70	130
Pentachlorophenol	1	86.6374	0	100	87	14	176
Phenanthrene	1	72.5644	0	100	73	54	120
Anthracene	1	72.8781	0	100	73	27	133
Carbazole	1	73.9764	0	100	74	70	130
Di-n-butylphthalate	1	80.9781	0	100	81	1	118
Fluoranthene	1	76.2229	0	100	76	26	137
Pyrene	1	78.0768	0	100	78	52	115
Benzidine	1	3.6378	0	100	3.6	1	130
Butylbenzylphthalate	1	70.7492	0	100	71	1	152
3,3'-Dichlorobenzidine	1	62.3463	0	100	62	1	262
Benzo[a]anthracene	1	76.6914	0	100	77	33	143
Chrysene	1	75.2289	0	100	75	17	168
bis(2-Ethylhexyl)phthalate	1	70.5126	0	100	71	8	158
Di-n-octylphthalate	1	70.6151	0	100	71	4	146
Benzo[b]fluoranthene	1	74.792	0	100	75	24	159
Benzo[k]fluoranthene	1	75.156	0	100	75	11	162
Benzo[a]pyrene	1	71.2549	0	100	71	17	163
Indeno[1,2,3-cd]pyrene	1	79.3312	0	100	79	1	171
Dibenzo[a,h]anthracene	1	75.9975	0	100	76	1	227
Benzo[g,h,i]perylene	1	74.6862	0	100	75	1	219

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
QC Batch: WMB67626

8040427 0030

Data File	Sample ID:	Analysis Date
Spike or Dup: 7M90889.D	AD03446-001(MSD)	4/6/2018 3:26:00 PM
Non Spike(If applicable): 7M90949.D	AD03446-001(R)	4/10/2018 7:23:00 PM
Inst Blank(If applicable):		
Method: 625	Matrix: Aqueous	QC Type: MSD

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
1,4-Dioxane	1	52.6079	0	100	53	20	160
Pyridine	1	28.9016	0	100	29	5	150
N-Nitrosodimethylamine	1	53.5382	0	100	54	35	180
Benzaldehyde	1	86.1548	0	100	86	20	150
Aniline	1	59.2166	0	100	59	20	150
Pentachloroethane	1	56.9906	0	100	57	50	130
bis(2-Chloroethyl)ether	1	48.9116	0	100	49	12	158
Phenol	1	41.3541	0	100	41	5	112
2-Chlorophenol	1	55.8293	0	100	56	23	134
N-Decane	1	50.0225	0	100	50	40	130
1,3-Dichlorobenzene	1	14.3431	0	100	14*	50	130
1,4-Dichlorobenzene	1	16.055	0	100	16*	50	130
1,2-Dichlorobenzene	1	17.7773	0	100	18*	50	130
Benzyl alcohol	1	59.5844	0	100	60*	70	130
bis(2-chloroisopropyl)ether	1	34.666	0	100	35*	36	166
2-Methylphenol	1	56.4901	0	100	56*	60	130
Acetophenone	1	75.187	0	100	75	50	130
Hexachloroethane	1	15.2871	0	100	15*	40	113
N-Nitroso-di-n-propylamine	1	53.8295	0	100	54	1	230
3&4-Methylphenol	1	57.994	0	100	58	50	130
Nitrobenzene	1	56.406	0	100	56	35	180
Isophorone	1	60.1028	0	100	60	21	196
2-Nitrophenol	1	65.6084	0	100	66	29	182
2,4-Dimethylphenol	1	56.1783	0	100	56	32	119
Benzoic Acid	1	72.6693	0	100	73	20	130
bis(2-Chloroethoxy)methane	1	58.2159	0	100	58	33	184
2,4-Dichlorophenol	1	63.5967	0	100	64	39	135
1,2,4-Trichlorobenzene	1	36.6414	0	100	37*	44	142
Naphthalene	1	36.9514	0	100	37	21	133
4-Chloroaniline	1	74.2874	0	100	74	50	150
Hexachlorobutadiene	1	29.7481	0	100	30	24	116
Caprolactam	1	75.8739	0	100	76	20	130
4-Chloro-3-methylphenol	1	72.3226	0	100	72	22	147
2-Methylnaphthalene	1	56.5394	0	100	57*	70	130
1-Methylnaphthalene	1	69.7046	0	100	70	70	130
1,1'-Biphenyl	1	71.7633	0	100	72	70	130
1,2,4,5-Tetrachlorobenzene	1	78.8227	0	100	79	70	130
Hexachlorocyclopentadiene	1	51.6131	0	100	52	20	130
2,4,6-Trichlorophenol	1	68.2398	0	100	68	37	144
2,4,5-Trichlorophenol	1	64.4537	0	100	64*	70	130
2-Chloronaphthalene	1	52.6376	0	100	53*	60	118
1,4-Dimethylnaphthalene	1	70.23	0	100	70	70	130
Diphenyl Ether	1	81.5087	0	100	82	70	130
2-Nitroaniline	1	79.5901	0	100	80	50	150
Coumarin	1	76.7916	0	100	77	70	130
Acenaphthylene	1	66.9653	0	100	67	33	145
Dimethylphthalate	1	69.8658	0	100	70	1	112
2,6-Dinitrotoluene	1	74.619	0	100	75	50	158
Acenaphthene	1	62.8498	0	100	63	47	145
3-Nitroaniline	1	79.2096	0	100	79	50	150
2,4-Dinitrophenol	1	103.8866	0	100	104	1	191
Dibenzofuran	1	65.6609	0	100	66*	70	130
2,4-Dinitrotoluene	1	72.227	0	100	72	39	139
4-Nitrophenol	1	53.0928	0	100	53	1	132
2,3,4,6-Tetrachlorophenol	1	63.7059	0	100	64*	70	130
Fluorene	1	66.356	0	100	66	59	121
4-Chlorophenyl-phenylether	1	65.2362	0	100	65	25	158
Diethylphthalate	1	71.898	0	100	72	1	114
4-Nitroaniline	1	67.8246	0	100	68	50	150
Atrazine	1	89.1052	0	100	89	50	130
4,6-Dinitro-2-methylphenol	1	100.5877	0	100	101	1	181

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Recovery Data Laboratory Limits

QC Batch: WMB67626

n-Nitrosodiphenylamine	1	55.3247	0	100	55	50	130
1,2-Diphenylhydrazine	1	64.9395	0	100	65*	70	130
4-Bromophenyl-phenylether	1	66.6731	0	100	67	53	127
Hexachlorobenzene	1	67.0332	0	100	67	1	152
N-Octadecane	1	83.5102	0	100	84	70	130
Pentachlorophenol	1	81.0871	0	100	81	14	176
Phenanthrene	1	65.607	0	100	66	54	120
Anthracene	1	64.432	0	100	64	27	133
Carbazole	1	66.2535	0	100	66*	70	130
Di-n-butylphthalate	1	71.826	0	100	72	1	118
Fluoranthene	1	67.8655	0	100	68	26	137
Pyrene	1	70.3765	0	100	70	52	115
Benidine	1	9.9385	0	100	9.9	1	130
Butylbenzylphthalate	1	65.3463	0	100	65	1	152
3,3'-Dichlorobenzidine	1	65.7728	0	100	66	1	262
Benzo[a]anthracene	1	68.6338	0	100	69	33	143
Chrysene	1	66.7666	0	100	67	17	168
bis(2-Ethylhexyl)phthalate	1	64.5292	0	100	65	8	158
Di-n-octylphthalate	1	63.8834	0	100	64	4	146
Benzo[b]fluoranthene	1	67.1544	0	100	67	24	159
Benzo[k]fluoranthene	1	69.7629	0	100	70	11	162
Benzo[a]pyrene	1	64.0498	0	100	64	17	163
Indeno[1,2,3-cd]pyrene	1	70.9595	0	100	71	1	171
Dibenzo[a,h]anthracene	1	67.2551	0	100	67	1	227
Benzo[g,h,i]perylene	1	66.1378	0	100	66	1	219

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
RPD Data Laboratory Limits
QC Batch: WMB67626

8040427 0032

Data File	Sample ID:	Analysis Date
Spike or Dup: 7M90889.D	AD03446-001(MSD)	4/6/2018 3:26:00 PM
Duplicate(If applicable): 7M90888.D	AD03446-001(MS)	4/6/2018 3:03:00 PM
Inst Blank(If applicable):		
Method: 625	Matrix: Aqueous	QC Type: MSD

Analyte:	Column	Dup/MSD/MBS Conc	Sample/MS/MBS Conc	RPD	Limit
1,4-Dioxane	1	52.6079	51.7804	1.6	20
Pyridine	1	28.9016	23.8736	19	40
N-Nitrosodimethylamine	1	53.5382	52.1102	2.7	17
Benzaldehyde	1	86.1548	85.8182	0.39	20
Aniline	1	59.2166	63.2004	6.5	20
Pentachloroethane	1	56.9906	59.4076	4.2	20
bis(2-Chloroethyl)ether	1	48.9116	51.752	5.6	12
Phenol	1	41.3541	39.3264	5	27
2-Chlorophenol	1	55.8293	57.4518	2.9	21
N-Decane	1	50.0225	53.1392	6	20
1,3-Dichlorobenzene	1	14.3431	15.5793	8.3	20
1,4-Dichlorobenzene	1	16.055	16.1676	0.7	40
1,2-Dichlorobenzene	1	17.7773	18.1465	2.1	20
Benzyl alcohol	1	59.5844	59.8833	0.5	20
bis(2-chloroisopropyl)ether	1	34.666	37.8415	8.8	14
2-Methylphenol	1	56.4901	54.687	3.2	40
Acetophenone	1	75.187	76.8372	2.2	20
Hexachloroethane	1	15.2871	15.4815	1.3	39
N-Nitroso-di-n-propylamine	1	53.8295	56.5339	4.9	14
3&4-Methylphenol	1	57.994	56.5459	2.5	40
Nitrobenzene	1	56.406	63.8462	12	13
Isophorone	1	60.1028	65.3945	8.4	12
2-Nitrophenol	1	65.6084	70.1957	6.8	31
2,4-Dimethylphenol	1	56.1783	61.1661	8.5	18
Benzoic Acid	1	72.6693	63.7737	13	20
bis(2-Chloroethoxy)methane	1	58.2159	62.7615	7.5	12
2,4-Dichlorophenol	1	63.5967	66.7352	4.8	21
1,2,4-Trichlorobenzene	1	36.6414	42.6663	15	17
Naphthalene	1	36.9514	44.0443	18*	16
4-Chloroaniline	1	74.2874	76.2431	2.6	20
Hexachlorobutadiene	1	29.7481	34.6475	15	24
Caprolactam	1	75.8739	74.8758	1.3	20
4-Chloro-3-methylphenol	1	72.3226	78.2818	7.9	16
2-Methylnaphthalene	1	56.5394	65.4677	15	20
1-Methylnaphthalene	1	69.7046	75.9664	8.6	20
1,1'-Biphenyl	1	71.7633	78.7075	9.2	20
1,2,4,5-Tetrachlorobenzene	1	78.8227	86.036	8.8	20
Hexachlorocyclopentadiene	1	51.6131	58.048	12	20
2,4,6-Trichlorophenol	1	68.2398	69.015	1.1	24
2,4,5-Trichlorophenol	1	64.4537	76.9193	18	40
2-Chloronaphthalene	1	52.6376	59.7753	13	13
1,4-Dimethylnaphthalene	1	70.23	76.4741	8.5	20
Diphenyl Ether	1	81.5087	87.6967	7.3	20
2-Nitroaniline	1	79.5901	85.5014	7.2	20
Coumarin	1	76.7916	84.0206	9	20
Acenaphthylene	1	66.9653	74.5301	11	13
Dimethylphthalate	1	69.8658	77.1967	10	12
2,6-Dinitrotoluene	1	74.619	81.1227	8.4	13
Acenaphthene	1	62.8498	72.2644	14	14
3-Nitroaniline	1	79.2096	79.1956	0.02	20
2,4-Dinitrophenol	1	103.8866	109.0401	4.8	37
Dibenzofuran	1	65.6609	71.7965	8.9	20
2,4-Dinitrotoluene	1	72.227	79.3717	9.4	13
4-Nitrophenol	1	53.0928	52.8989	0.37	41
2,3,4,6-Tetrachlorophenol	1	63.7059	73.2198	14	20
Fluorene	1	66.356	75.5567	13	14
4-Chlorophenyl-phenylether	1	65.2362	73.6359	12	13
Diethylphthalate	1	71.898	81.1225	12	12
4-Nitroaniline	1	67.8246	67.5973	0.34	20
Atrazine	1	89.1052	96.57	8	20
4,6-Dinitro-2-methylphenol	1	100.5877	104.7068	4	25
n-Nitrosodiphenylamine	1	55.3247	59.685	7.6	20
1,2-Diphenylhydrazine	1	64.9395	71.919	10	20

Form3
RPD Data Laboratory Limits

8040427 0033

QC Batch: WMB67626

4-Bromophenyl-phenylether	1	66.6731	75.6053	13	13
Hexachlorobenzene	1	67.0332	75.7049	12	12
N-Octadecane	1	83.5102	92.4671	10	20
Pentachlorophenol	1	81.0871	86.6374	6.6	31
Phenanthrene	1	65.607	72.5644	10	12
Anthracene	1	64.432	72.8781	12	12
Carbazole	1	66.2535	73.9764	11	20
Di-n-butylphthalate	1	71.826	80.9781	12	12
Fluoranthene	1	67.8655	76.2229	12	13
Pyrene	1	70.3765	78.0768	10	13
Benzidine	1	9.9385	3.6378	93*	20
Butylbenzylphthalate	1	65.3463	70.7492	7.9	12
3,3'-Dichlorobenzidine	1	65.7728	62.3463	5.3	40
Benzo[a]anthracene	1	68.6338	76.6914	11	12
Chrysene	1	66.7666	75.2289	12	12
bis(2-Ethylhexyl)phthalate	1	64.5292	70.5126	8.9	14
Di-n-octylphthalate	1	63.8834	70.6151	10	14
Benzo[b]fluoranthene	1	67.1544	74.792	11	15
Benzo[k]fluoranthene	1	69.7629	75.156	7.4	14
Benzo[a]pyrene	1	64.0498	71.2549	11	13
Indeno[1,2,3-cd]pyrene	1	70.9595	79.3312	11	14
Dibenzo[a,h]anthracene	1	67.2551	75.9975	12	14
Benzo[g,h,i]perylene	1	66.1378	74.6862	12	15

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

Form1
ORGANICS PCB REPORT

Sample Number: WMB67635
 Client Id:
 Data File: 3G108216.D
 Analysis Date: 04/09/18 09:57
 Date Rec/Extracted: NA-04/06/18
 Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Method: EPA 608
 Matrix: Aqueous
 Initial Vol: 1000ml
 Final Vol: 1ml
 Dilution: 1
 Solids: 0

Units: ug/L							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
12674-11-2	Aroclor-1016	0.050	U	11097-69-1	Aroclor-1254	0.050	U
11104-28-2	Aroclor-1221	0.050	U	11096-82-5	Aroclor-1260	0.050	U
11141-16-5	Aroclor-1232	0.050	U	37324-23-5	Aroclor-1262	0.050	U
53469-21-9	Aroclor-1242	0.050	U	11100-14-4	Aroclor-1268	0.050	U
12672-29-6	Aroclor-1248	0.050	U				

Worksheet #: 459210

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration uses

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Form1
ORGANICS PCB REPORT

Sample Number: AD03446-001	Method: EPA 608
Client Id: B-1 (OW)	Matrix: Aqueous
Data File: 3G108235.D	Initial Vol: 1000ml
Analysis Date: 04/09/18 14:46	Final Vol: 1ml
Date Rec/Extracted: 04/04/18-04/06/18	Dilution: 1
Column: DB-17/1701P 30M 0.32mm ID 0.25um film	Solids: 0

		Units: ug/L					
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
12674-11-2	Aroclor-1016	0.050	U	11097-69-1	Aroclor-1254	0.050	U
11104-28-2	Aroclor-1221	0.050	U	11096-82-5	Aroclor-1260	0.050	U
11141-16-5	Aroclor-1232	0.050	U	37324-23-5	Aroclor-1262	0.050	U
53469-21-9	Aroclor-1242	0.050	U	11100-14-4	Aroclor-1268	0.050	U
12672-29-6	Aroclor-1248	0.050	U	1336-36-3	Aroclor (Total)	0.050	U

Worksheet #: 459210

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used
Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Form1
Inorganic Analysis Data Sheet

Sample ID: MB 66954 (0.5)
 Client Id: MB 66954 (0.5)
 Matrix: AQUEOUS
 Level: LOW

% Solid: 0
 Units: UG/L

Lab Name: Hampton-Clarke
 Lab Code:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File:	Seq Num	M	Instr
7429-90-5	Aluminum	100	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-39-3	Barium	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-70-2	Calcium	1000	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-47-3	Chromium	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-50-8	Copper	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7439-89-6	Iron	150	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7439-95-4	Magnesium	1000	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7439-96-5	Manganese	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7439-98-7	Molybdenum	10	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-02-0	Nickel	10	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-22-4	Silver	10	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-31-5	Tin	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-32-6	Titanium	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-62-2	Vanadium	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A
7440-66-6	Zinc	25	ND	1	100	50	04/09/18	66954	A22373A2	11	P	PEICP2A

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV - Cold Vapor

MS - ICP-MS

Form1

Inorganic Analysis Data Sheet

Sample ID: MB 66954
 Client Id: MB 66954
 Matrix: AQUEOUS
 Level: LOW

% Solid: 0
 Units: UG/L

Lab Name: Hampton-Clarke
 Lab Code:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File	Seq Num	M	Instr
7440-36-0	Antimony	2.5	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7440-38-2	Arsenic	1.0	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7440-41-7	Beryllium	0.75	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7440-43-9	Cadmium	1.0	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7440-48-4	Cobalt	1.0	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7439-92-1	Lead	0.75	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7782-49-2	Selenium	5.0	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA
7440-28-0	Thallium	1.5	ND	1	100	125	04/09/18	66954	0918ANEW	12	MS	MS3_7700AQA

Comments:

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit
 P - ICP-AES
 CV - Cold Vapor
 MS - ICP-MS

Form1
Inorganic Analysis Data Sheet

Sample ID: MB 66954 (1)
Client Id: MB 66954 (1)
Matrix: AQUEOUS
Level: LOW

% Solid: 0
Units: UG/L

Lab Name: Hampton-Clarke
Lab Code:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File	Seq Num	M	Instr
7439-97-6	Mercury	0.20	ND	1	25	25	04/09/18	66954	H22373A	11	CV	HGCV3A

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV -ColdVapor

MS - ICP-MS

Form1

Inorganic Analysis Data Sheet

Sample ID: AD03446-001
 Client Id: B-1 (OW)
 Matrix: AQUEOUS
 Level: LOW

% Solid: 0
 Units: UG/L
 Date Rec: 4/4/2018

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:

Nras No:
 Sdg No:
 Case No:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File	Seq Num	M	Instr
7440-50-8	Copper	25	28	1	100	50	04/09/18	66954	A22373A2	28	P	PEICP2A
7439-97-6	Mercury	0.20	ND	1	25	25	04/09/18	66954	H22373A	20	CV	HGCV3A
7440-02-0	Nickel	10	11	1	100	50	04/09/18	66954	A22373A2	28	P	PEICP2A
7440-66-6	Zinc	25	22000	1	100	50	04/09/18	66954	A22373A2	28	P	PEICP2A

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV -ColdVapor

MS - ICP-MS

Form1
Inorganic Analysis Data Sheet

Sample ID:	AD03446-001	% Solid:	0	Lab Name:	Hampton-Clarke	Nras No:
Client Id:	B-1 (OW)	Units:	UG/L	Lab Code:		Sdg No:
Matrix:	AQUEOUS	Date Rec:	4/4/2018	Contract:		Case No:
Level:	LOW					

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File:	Seq Num	M	Instr
7440-43-9	Cadmium	3.0	ND	3	100	125	04/10/18	669541018	ANEW	14		MSMS3_7700AQA
7439-92-1	Lead	0.75	44	1	100	125	04/09/18	669540918	ANEW	25		MSMS3_7700AQA

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV - Cold Vapor

MS - ICP-MS

FORM 3 **(ICB/CCB/MB Summary)**

Date Analyzed: 04/09/18

Data File: A22373A2

Prep Batch: 66954

Reporting Limits Used: 200.7/200.8/245.1

Instrument: PEICP2A

Units: All units in ppm except Hg and icp-ms in ppb

Project Number: 8040427

Lab Name: Hampton-Clarke

Lab Code:

Contract:

Nras No:

Sdg No:

Case No:

Analyte	ICB V-276756- 8	CCB V-276756- 18	CCB V-276756- 25	CCB V-276756- 33	MB 66954 (0.5)-11
Calcium	2 U	2 U	2 U	2 U	1 U
Chromium	.05 U	.05 U	.05 U	.05 U	.025 U
Copper	.05 U	.05 U	.05 U	.05 U	.025 U
Magnesium	2 U	2 U	2 U	2 U	1 U
Molybdenum	.02 U	.02 U	.02 U	.02 U	.01 U
Nickel	.02 U	.02 U	.02 U	.02 U	.01 U
Silver	.02 U	.02 U	.02 U	.02 U	.01 U
Tin	.05 U	.05 U	.05 U	.05 U	.025 U
Zinc	.05 U	.05 U	.05 U	.05 U	.025 U

Notes: a-indicates absolute value of result found above the reporting limits in CCB/ICB or result found above reporting limit in the MB
u-indicates result below reporting limit

FORM 3 **(ICB/CCB/MB Summary)**

Date Analyzed: 04/09/18

Data File: W040918ANew

Prep Batch: 66954

Reporting Limits Used: 200.7/200.8/245.1

Instrument: MS3_7700AQA

Units: All units in ppm except Hg and icp-ms in ppb

Project Number: 8040427

Lab Name: Hampton-Clarke

Lab Code:

Contract:

Nras No:

Sdg No:

Case No:

Analyte	CCB V-277121- 11	CCB V-277121- 22	CCB V-277121- 29	MB 66954-12			
Arsenic	.8 U	.8 U	.8 U	1 U			
Beryllium	.6 U	.6 U	.6 U	.75 U			
Cadmium	.8 U	.8 U	.8 U	1 U			
Lead	.6 U	.6 U	.6 U	.75 U			
Selenium	4 U	4 U	4 U	5 U			

Notes: a-indicates absolute value of result found above the reporting limits in CCB/ICB or result found above reporting limit in the MB
u-indicates result below reporting limit

FORM 3
(ICB/CCB/MB Summary)

Date Analyzed: 04/10/18

Data File: W041018ANEW

Prep Batch: 66954

Reporting Limits Used: 200.7/200.8/245.1

Instrument: MS3_7700AQA

Units: All units in ppm except Hg and icp-ms in ppb

Project Number: 8040427

Lab Name: Hampton-Clarke

Lab Code:

Contract:

Nras No:

Sdg No:

Case No:

Analyte	CCB V-277121-	CCB V-277121-				
	11	18				
Arsenic	.8 U	.8 U				
Cadmium	.8 U	.8 U				
Cobalt	.8 U	.8 U				

Notes: a-indicates absolute value of result found above the reporting limits in CCB/ICB or result found above reporting limit in the MB
u-indicates result below reporting limit

FORM 3
(ICB/CCB/MB Summary)

Date Analyzed: 04/09/18
Data File: H22373A
Prep Batch: 66954
Reporting Limits Used: 200.7/200.8/245.1
Instrument: HGCV3A
Units: All units in ppm except Hg and icp-ms in ppb
Project Number: 8040427

Lab Name: Hampton-Clarke
Lab Code:
Contract:
Nras No:
Sdg No:
Case No:

Analyte	ICB-10	CCB-22	CCB-25	MB 66954 (1)- 11			
Mercury	.2 U	.2 U	.2 U	.2 U			

Notes: a-indicates absolute value of result found above the reporting limits in CCB/ICB or result found above reporting limit in the MB
u-indicates result below reporting limit

VERITECH Wet Chem Form1 Analysis Summary

Lab#: AD03446-001

Matrix Aqueous

Client SampleID: B-1 (OW)

Project Number: 8040427

Received Date: 4/4/2018

Collect Date: 4/4/2018

Analysis	TestGroup	Dilution:	Result	Units:	RL	Prep Date:	Analysis Date:
Carbonaceous Bod, 5 Day	CBOD-5-MUR	1	ND	MG/L	2.0	04/05/18	04/10/18
Chloride	CHLORIDE-ICW	10	380	mg/L	20	04/09/18	04/10/18
Cr (Hexavalent)	CR6-WATER	1	ND	mg/l	0.025	04/05/18	04/05/18
Flash Point	FLASH POINT	1	>141	Deg. F			04/10/18
SGT-HEM (Non-Polar Material)	HEM-NPM	1	ND	MG/L	5.6	04/05/18	04/05/18
Nitrite	NO2-ICW	1	ND	mg/L	1.0	04/05/18	04/05/18
Nitrate	NO3-ICW	1	ND	mg/L	1.0	04/05/18	04/05/18
Temperature	PH-WATER-MUR	1	21.5	C			04/05/18
pH	PH-WATER-MUR	1	7.8	pH			04/05/18
Total Solids @ 103-105 C	TS-MUR	1	760	mg/l	40	04/06/18	04/09/18
Total Suspended Solids @ 103-105 TSS-MUR		1	240	mg/l	10	04/05/18	04/05/18

5-DAY CBOD MUR

Batch # 741
 Analyst: BCT
 Date/ Time Initial: 4/5/18 15:30
 Date/ Time Final: 4/10/18 16:00

* final DO must be greater than or equal to 1.0 mg/L.
 ** Depletion must be at least 2.0 mg/L.
 Note: GGA must be between 167.5-228.5
 Note: Blank w/o seed must have a depletion of <0.2 mg/l
 Note: Blank w/seed must be between 0.6 and 1.0 mg/L.
 Rp: RPD- failed specified QC

QC Bottles

Bottle #	Sample #	Vol (ml)	Seed vol (ml)	N Inhib (g)	Initial DO mg/L	Final DO mg/l	Depletion mg/L	Depletion mg/L (ave)	Seed Corr
220	Blank w/o seed	300	0		8.50	8.41	0.090		
221	Blank w/o seed	300	0		8.54	8.43	0.110	0.100	
222	Blank w/ seed	300	2	0.16	8.56	7.87	0.690		
223	Blank w/ seed	300	2	0.16	8.63	7.80	0.830		0.760
224	Seed Control	300	6	0.16	8.64	6.00	2.640		
225	Seed Control	300	8	0.16	8.60	5.15	3.450		
226	Seed Control	300	10	0.16	8.58	3.79	4.790		0.900

	Result(mg/L)	%RPD	Flag
Sample	#DIV/0!		
Sample dup	#DIV/0!	#DIV/0!	#DIV/0!
Sample #	Vol (ml)	Seed Vol(ml)	N Inhib (g)

Samples

Sample #	Vol (ml)	Seed Vol(ml)	N Inhib (g)	Initial DO mg/L	Final DO* mg/l	Depletion mg/L	Corrected** Depl (mg/l)	Valid (Y/N)	Final BOD mg/L	Ave BOD mg/L
227	Hach GGA	6	2	0.16	8.66	3.70	4.96	4.060	Y	202.992
228	Hach GGA	6	2	0.16	8.65	4.00	4.65	3.750	Y	187.492
229	Hach GGA	6	2	0.16	8.67	3.58	5.09	4.190	Y	209.492
230	AD03446-001	5	2	0.16	8.68	7.67	1.01	0.110	N	NV
231	AD03446-001	10	2	0.16	8.86	7.47	1.39	0.490	N	NV
232	AD03446-001	25	2	0.16	9.00	8.01	0.99	0.090	N	NV
233	AD03446-001	100	2	0.16	9.64	7.83	1.81	0.910	N	NV
234	AD03446-001 DUP	5	2	0.16	8.66	7.71	0.95	0.050	N	NV
235	AD03446-001 DUP	10	2	0.16	8.84	7.56	1.28	0.380	N	NV
236	AD03446-001 DUP	25	2	0.16	8.93	8.05	0.88	-0.020	N	NV
237	AD03446-001 DUP	100	2	0.16	9.60	7.75	1.85	0.950	N	NV
238	AD03449-001	0.5	2	0.16	8.64	7.30	1.34	0.440	N	NV
239	AD03449-001	1	2	0.16	8.65	6.60	2.05	1.150	Y	344.950
240	AD03449-001	2	2	0.16	8.60	5.17	3.43	2.530	Y	379.475
241	AD03449-001	5	2	0.16	8.51	1.81	6.70	5.800	Y	347.990
242	AD03449-001	10	2	0.16	8.36	0.15	NV	NV	N	NV
250	AD03449-001	25	2	0.16	7.95	0.04	NV	NV	N	NV
243	AD03449-002	0.5	2	0.16	8.64	7.10	1.54	0.640	N	NV
244	AD03449-002	1	2	0.16	8.68	6.66	2.02	1.120	Y	335.950
245	AD03449-002	2	2	0.16	8.60	5.38	3.22	2.320	Y	347.975
246	AD03449-002	5	2	0.16	8.51	2.71	5.80	4.900	Y	293.990
247	AD03449-002	10	2	0.16	8.38	0.26	NV	NV	N	NV
248	AD03449-002	25	2	0.16	8.17	0.13	NV	NV	N	NV

Batch Number: HEX-CR-W-746

Units: mg/l

Calibration Curve Information

Cal Curve Date: 01/25/18

Concentration: Abs/Area Slope: 1.073651
 0 0 Intercept: -0.00037860
 0.025 0.029 Rsquared: 0.9998845
 0.05 0.05 Date Performed: 01/25/18
 0.25 0.275
 0.5 0.524
 0.75 0.81
 1 1.074

Qc Summary Results

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
CAL-01	CAL-01-04/05/18	0.5	90-110	NA	0.53032	106	NA	
CAL-02	CAL-02-04/05/18	1	90-110	NA	1.0248941	102	NA	
CCV	CCV	0.5	90-110	NA	0.53032	106	NA	
DUP	AD03446-001	0	NA	20	0.0003526	NA	NA	Nc
ICV	ICV-01/25/18	0.5	90-110	NA	0.4949268	99	NA	
LCS	LCS	0.5	75-125	NA	0.5377712	108	NA	
MS	AD03446-001	0.5	75-125	NA	0.5098292	102	NA	
MSD	AD03446-001	0.5	75-125	20	0.5098292	102	0	

Analytical Method(s)

SM 3500-Cr B

Sam #	Type	MB	Result	RL	Per Sol	Full ABS Result	Turb Abs	DF	Sam Vol	Fin Vol	Prep Date	Prep By	Anal Date	Anal By
CAL-01-04/05/18	CAL-01		0.53		100	0.53032	0.569	0	1	1			04/05/18	BCT
CAL-02-04/05/18	CAL-02		1.0		100	1.0249	1.100	0	1	1			04/05/18	BCT
MB-1-04/05/18	MB	MB-1-04/05/18	ND	0.025	100	0.0003526	0.0	0	1	10	10	04/05/18	BCT	04/05/18 BCT
LCS	LCS	MB-1-04/05/18	0.54	0.025	100	0.53777	0.577	0	1	10	10	04/05/18	BCT	04/05/18 BCT
AD03446-001	Sample	MB-1-04/05/18	ND	0.025	100	0.0003526	0.0	0	1	10	10	04/05/18	BCT	04/05/18 BCT
AD03446-001	DUP	MB-1-04/05/18	ND	0.025	100	0.0003526	0.0	0	1	10	10	04/05/18	BCT	04/05/18 BCT
AD03446-001	MS	MB-1-04/05/18	0.51	0.025	100	0.50983	0.547	0	1	10	10	04/05/18	BCT	04/05/18 BCT
AD03446-001	MSD	MB-1-04/05/18	0.51	0.025	100	0.50983	0.547	0	1	10	10	04/05/18	BCT	04/05/18 BCT
CCV	CCV	MB-1-04/05/18	0.53		100	0.53032	0.569	0	1	1	1	04/05/18	BCT	04/05/18 BCT
CCB	CCB	MB-1-04/05/18	ND	0.025	100	0.001284	0.001	0	1	1	1	04/05/18	BCT	04/05/18 BCT

137
 4/15/18
 DW 4/19/18

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)
 Na - Not Applicable

Rp - RPD failed specified criteria.

Nc - Not Checked, either one or both values =ND

Oil And Grease (HEM)

Batch Date	792 4/5/2018		Analyst		DP			
			True value		Result		% REC	
			LCS	40.0	36.9	92.3	78-114	
			LCSD	40.0	36.3	90.8	78-114	
					LCS RPD	1.6	20	
			MS	Theoretical 42.1	38.7	92.0	78-114	
Blank Summary								
Units			RL		Result			
ppm			5.0		U			
Sample #	Sample vol. (ml)	Tare wt. (g)	Final wt. (g)	Net Weight (mg)	O&G ppm	RL ppm	Silica Gel Calc	
MB	1000	6.3315	6.3318	0.3	0.30	5.000	0.0030	
LCS	1000	6.4508	6.4877	36.9	36.90	5.000	1.1070	
AD03417-001MS	950	6.4357	6.4725	36.8	38.74	5.263	1.1621	
LCSD	1000	6.4472	6.4835	36.3	36.30	5.000	1.0890	
AD03417-001	950	6.3916	6.3920	0.4	0.42	5.263	0.0126	
AD03418-001	930	6.3987	6.3991	0.4	0.43	5.376	0.0129	
AD03365-001	1000	6.4349	6.4353	0.4	0.40	5.000	0.0120	
AD03365-002	1000	6.4239	6.4242	0.3	0.30	5.000	0.0090	
AD03365-003	1000	6.4304	6.4308	0.4	0.40	5.000	0.0120	
AD03445-002	820	6.3839	6.3844	0.5	0.61	6.098	0.0150	
AD03446-001	900	6.4611	6.4615	0.4	0.44	5.556	0.0120	
AD03444-001	860	6.4521	6.4941	42.0	48.84	5.814	1.2600	
AD03449-001	970	6.4489	6.4501	1.2	1.24	5.155	0.0360	
AD03449-002	950	6.4024	6.4026	0.2	0.21	5.263	0.0060	
AD03451-001	950	6.4594	6.4610	1.6	1.68	5.263	0.0480	
AD03451-002	890	6.4770	6.4774	0.4	0.45	5.618	0.0120	
AD03451-003	880	6.4713	6.4770	5.7	6.48	5.682	0.1710	
AD03409-001	940	6.3652	6.3714	6.2	6.60	5.319	0.1860	
AD03409-002	900	6.3335	6.3546	21.1	23.44	5.556	0.6330	
AD03409-003	890	6.3428	6.3473	4.5	5.06	5.618	0.1350	

D

4/9/18

GW 4/9/18

Oil And Grease (NPM)

Oil & Grease Water NPM 1664			Analyst	DP			
Batch	792						
Date	4/5/2018						
			True value	Result	% REC	Limits	Flags
		LCS	20.0	20.6	103	64-132	
		LCSD	20.0	21.1	105	64-132	
				LCS RPD	2.40		
			Theoretical				
		MS	21.1	20.9	99	64-132	
		Blank Summary					
		Units	RG 1:13	Result			
		ppm	5.000	U			
=====							
Sample #	Sample vol. (ml)	Tare wt. (g)	Final wt. (g)	Net Weight (mg)	O&G ppm	RL ppm	
=====							
MB	1000	6.3315	6.3318	0.3	0.30	5.0	
LCS	1000	6.4495	6.4701	20.6	20.60	5.0	
AD03417-001MS	950	6.4335	6.4538	20.3	21.37	5.3	
LCSD	1000	6.4458	6.4669	21.1	21.10	5.0	
AD03417-001	950	6.3916	6.3920	0.4	0.42	5.3	
AD03444-001	860	6.4506	6.4884	37.8	43.95	5.8	

Analyst

Theoretical

MS

21.1

20.9

Blank Summary

Units

RG 1:13

Result

U

DP
4/9/18DW
4/9/18

Batch Number: FLASH-PT-548

Units: Deg. F

Calibration Curve Information

Qc Summary Results

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
CAL-01 DUP	CAL-01-04/10/18 AD03446-001	81 0	90-110 NA	NA 20	82 #Error	101 NA	NA NA	Nc

Analytical Method(s)

EPA 1010

Sam #	Type	MB	Result	Per RL	Sol	Full Result	Obs	FP	Press	p-Xylene Std	Prep Date	Prep By	Anal Date	Anal By
CAL-01-04/10/18	CAL-01		82	100		82	82.0		760	82.0			04/10/18	SDI
AD03446-001	DUP			100		0	>141		760	82.0			04/10/18	SDI
AD03506-001	Sample			100		0	>141		760	82.0			04/10/18	SDI
AD03506-002	Sample			100		0	>141		760	82.0			04/10/18	SDI
AD03521-003	Sample			100		0	>141		760	82.0			04/10/18	SDI
AD03525-001	Sample			100		0	>141		760	82.0			04/10/18	SDI
AD03446-001	Sample			100		0	>141		760	82.0			04/10/18	SDI

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)
Na - Not Applicable

Rp - RPD failed specified criteria.

Nc - Not Checked ..either one or both values =ND

Analysis Type: TSS

Batch Number: TSS-1514

Units: mg/l

Calibration Curve Information

Qc Summary Results

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
DUP	AD03405-001	0	NA	5	396	NA	2	
LCS	LCS	600	80-120	NA	572	95	NA	
LCSD	LCSD	600	80-120	5	571.6	95	0.07	

Analytical Method(s)

SM2540D-11

Sam #	Type	MB	Result	RL	Per Sol	Full Tare Result	Wt (g)	Fin Wt (g)	Sam Vol (ml)	Prep Date	Prep By	Anal Date	Anal By
MB-1-04/05/18	MB	MB-1-04/05/18	ND	4	100	2.4	1.4130	1.4136	250	04/05/18	JMP	04/05/18	JMP
.CS	LCS	MB-1-04/05/18	570	4	100	572	1.4091	1.5521	250	04/05/18	JMP	04/05/18	JMP
CSD	LCSD	MB-1-04/05/18	570	4	100	571.6	1.4055	1.5484	250	04/05/18	JMP	04/05/18	JMP
\D03405-001	DUP	MB-1-04/05/18	400	40	100	396	1.4124	1.4223	25	04/05/18	JMP	04/05/18	JMP
\D03405-001	Sample	MB-1-04/05/18	400	40	100	404	1.4000	1.4101	25	04/05/18	JMP	04/05/18	JMP
\D03405-002	Sample	MB-1-04/05/18	380	40	100	380	1.4058	1.4153	25	04/05/18	JMP	04/05/18	JMP
\D03409-003	Sample	MB-1-04/05/18	90	10	100	90	1.4012	1.4102	100	04/05/18	JMP	04/05/18	JMP
\D03417-001	Sample	MB-1-04/05/18	ND	4	100	1.6	1.4123	1.4127	250	04/05/18	JMP	04/05/18	JMP
\D03418-001	Sample	MB-1-04/05/18	24	4	100	24.4	1.4095	1.4156	250	04/05/18	JMP	04/05/18	JMP
\D03421-002	Sample	MB-1-04/05/18	ND	4	100	1.6	1.4023	1.4027	250	04/05/18	JMP	04/05/18	JMP
\D03430-001	Sample	MB-1-04/05/18	38	4	100	38	1.4205	1.4300	250	04/05/18	JMP	04/05/18	JMP
\D03430-003	Sample	MB-1-04/05/18	ND	4	100	1.2	1.4063	1.4066	250	04/05/18	JMP	04/05/18	JMP
\D03430-005	Sample	MB-1-04/05/18	12	4	100	12.4	1.3997	1.4028	250	04/05/18	JMP	04/05/18	JMP
\D03430-007	Sample	MB-1-04/05/18	25	4	100	24.8	1.4179	1.4241	250	04/05/18	JMP	04/05/18	JMP
\D03430-009D	Sample	MB-1-04/05/18	12	4	100	12.4	1.4114	1.4145	250	04/05/18	JMP	04/05/18	JMP
\D03430-009	Sample	MB-1-04/05/18	13	4	100	12.8	1.4157	1.4189	250	04/05/18	JMP	04/05/18	JMP
\D03430-011	Sample	MB-1-04/05/18	14	4	100	14	1.4102	1.4137	250	04/05/18	JMP	04/05/18	JMP
\D03430-013	Sample	MB-1-04/05/18	24	4	100	24.4	1.3895	1.3956	250	04/05/18	JMP	04/05/18	JMP
\D03430-015	Sample	MB-1-04/05/18	25	4	100	25.2	1.4069	1.4132	250	04/05/18	JMP	04/05/18	JMP
\D03444-001	Sample	MB-1-04/05/18	3200	100	100	3150	1.4029	1.4344	10	04/05/18	JMP	04/05/18	JMP
\D03446-001	Sample	MB-1-04/05/18	240	10	100	238	1.4122	1.4360	100	04/05/18	JMP	04/05/18	JMP
\D03449-001	Sample	MB-1-04/05/18	20	4	100	20.4	1.3966	1.4017	250	04/05/18	JMP	04/05/18	JMP
\D03449-002	Sample	MB-1-04/05/18	22	4	100	22.4	1.4031	1.4087	250	04/05/18	JMP	04/05/18	JMP

Done
4/5/18

SW
7/9/18

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)

Na - Not Applicable

Rp - RPD failed specified criteria.

Nc - Not Checked ..either one or both values =ND

Analysis Type: PH-W

8848427 0052

Batch Number: PH-W-921

Units: pH

Qc Summary Results

Calibration Curve Information

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
DUP	AD03430-001	0	NA	20	8.2	NA	0.12	
LCS	LCS	4.4	75-125	NA	4.38	100	NA	

Analytical Method(s)

SM4500-H+B11

Sam #	Type	MB	Result	Per RL	Sol	Full PH Result	TEMP	Prep Date	Prep By	Anal Date	Anal By
CS	LCS		4.4	100		4.39	4.39			04/05/18	JMP
D03430-001	DUP		8.2	100		8.2	8.20			04/05/18	JMP
D03430-001	Sample		8.2	100		8.21	8.21			04/05/18	JMP
D03430-003	Sample		4.3	100		4.3	4.30			04/05/18	JMP
D03430-005	Sample		7.7	100		7.72	7.72			04/05/18	JMP
D03430-007	Sample		7.7	100		7.69	7.69			04/05/18	JMP
D03430-009	Sample		7.7	100		7.73	7.73			04/05/18	JMP
D03430-011	Sample		7.7	100		7.72	7.72			04/05/18	JMP
D03430-013	Sample		7.7	100		7.69	7.69			04/05/18	JMP
D03430-015	Sample		7.8	100		7.78	7.78			04/05/18	JMP
D03444-001	Sample		7.8	100		7.83	7.83			04/05/18	JMP
D03445-002	Sample		7.6	100		7.56	7.56			04/05/18	JMP
D03446-001	Sample		7.8	100		7.82	7.82			04/05/18	JMP
D03451-001	Sample		7.2	100		7.25	7.25			04/05/18	JMP
D03451-002	Sample		7.2	100		7.22	7.22			04/05/18	JMP
D03451-003	Sample		6.7	100		6.69	6.69			04/05/18	JMP
D03463-001	Sample		12	100		11.8	11.80			04/05/18	JMP

JMP
4/5/18JW
4/9/18

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)
Na - Not Applicable

Rp - RPD failed specified criteria.
Nc - Not Checked ..either one or both values =ND

Analysis Type: TS

Batch Number: TS-415

Units: mg/l

Calibration Curve Information

Qc Summary Results

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
DUP	AD03446-001	0	NA	5	736	NA	3.2	
LCS	LCS	300	80-120	NA	288	96	NA	
LCSD	LCSD	300	80-120	5	296	99	2.7	

Analytical Method(s)

SM2540B-11

Sam #	Type	MB	Result	RL	Per Sol	Full Tare Result	Fin Wt (g)	Sam Vol(ml)	Prep Date	Prep By	Anal Date	Anal By
MB-1-04/06/18	MB	MB-1-04/06/18	ND	40	100	12	33.4287	33.4290	04/06/18	JMP	04/09/18	JMP
LCS	LCS	MB-1-04/06/18	290	40	100	288	37.8268	37.8340	04/06/18	JMP	04/09/18	JMP
LCSD	LCSD	MB-1-04/06/18	300	40	100	296	33.9957	34.0031	04/06/18	JMP	04/09/18	JMP
AD03446-001	DUP	MB-1-04/06/18	740	40	100	736	33.8745	33.8929	04/06/18	JMP	04/09/18	JMP
AD03446-001	Sample	MB-1-04/06/18	760	40	100	760	30.7895	30.8085	04/06/18	JMP	04/09/18	JMP

JMP
4/9/18JW
4/12/18

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)
Na - Not Applicable

Rp - RPD failed specified criteria.
Nc - Not Checked ..either one or both values =ND

MS/MSD/DUP Recovery

8040427 0054

Prep Batch: W-2140
Method: 300.0 rev2.1

Sample ID: AD03446-001
Matrix: Aqueous

Qc Type: MS										MS/MSD/DUP			Non Spike		
Analyte	Amt	Limits		Dil	MS Conc	Sample Conc	% Rec	Flag		Batch	RunID	Analysis Date	Batch	RunID	Analysis Date
Chloride	5	80-120		1	461.768	457.623	83			20180403140	74	04/05/18 13:47	20180403140	73	04/05/18 13:23
Nitrate	5	80-120		1	5.4365	0	109			20180403140	74	04/05/18 13:47	20180403140	73	04/05/18 13:23
Nitrite	5	80-120		1	5.6295	0	113			20180403140	74	04/05/18 13:47	20180403140	73	04/05/18 13:23

Qc Type: MSD										MS/MSD/DUP			Non Spike		
Analyte	Amt	Recov	Rpd	Dil	MSD Conc	Sample Conc	% Rec	Rpd	Flag	Batch	RunID	Analysis Date	Batch	RunID	Analysis Date
Chloride	5	80-120	20	1	461.771	457.623	83	0		20180403140	75	04/05/18 14:11	20180403140	73	04/05/18 13:23
Nitrate	5	80-120	20	1	5.4456	0	109	0.2		20180403140	75	04/05/18 14:11	20180403140	73	04/05/18 13:23
Nitrite	5	80-120	20	1	5.6421	0	113	0.2		20180403140	75	04/05/18 14:11	20180403140	73	04/05/18 13:23

Prep Batch: W-2143
Method: 300.0 rev2.1

Sample ID: AD03480-001
Matrix: Aqueous

Qc Type: MS										MS/MSD/DUP			Non Spike		
Analyte	Amt	Limits		Dil	MS Conc	Sample Conc	% Rec	Flag		Batch	RunID	Analysis Date	Batch	RunID	Analysis Date
Chloride	5	80-120		1	17.8944	13.16	95			20180403140	161	04/09/18 18:42	20180403140	160	04/09/18 17:56
Nitrate	5	80-120		1	4.8176	0	96			20180403140	161	04/09/18 18:42	20180403140	160	04/09/18 17:56
Nitrite	5	80-120		1	5.5887	0	112			20180403140	161	04/09/18 18:42	20180403140	160	04/09/18 17:56

Qc Type: MSD										MS/MSD/DUP			Non Spike		
Analyte	Amt	Recov	Rpd	Dil	MSD Conc	Sample Conc	% Rec	Rpd	Flag	Batch	RunID	Analysis Date	Batch	RunID	Analysis Date
Chloride	5	80-120	20	1	17.6031	13.16	89	1.6		20180403140	162	04/09/18 19:06	20180403140	160	04/09/18 17:56
Nitrate	5	80-120	20	1	4.7407	0	95	1.6		20180403140	162	04/09/18 19:06	20180403140	160	04/09/18 17:56
Nitrite	5	80-120	20	1	5.4206	0	108	3.1		20180403140	162	04/09/18 19:06	20180403140	160	04/09/18 17:56

LCS Recoveries

BatchRunID/RunID:====>		201804031402-72		201804031402-159					
QcBatchID:====>		LCSW-2140		LCSW-2143					
Date/Time:====>		04/05/18 12:44		04/09/18 17:04					
Analytical Method:====>		300.0 rev2.1		300.0 rev2.1					
Matrix:====>		Aqueous		Aqueous		Soil		Soil	
300.0 rev2.									
Amt	Limits	Amt	Limits	% Rec	Flags	% Rec	Flags	% Rec	Flags
5	90-110			99		106			
5	90-110			97		101			
5	90-110			98		101			

Calibration Curve

Instrument: IC1

Analysis Date: 04/03/18

Analytical Methods: 300.0 rev2.1; EPA 9056; EPA 9056A

Batch ID:	Analyte:	Area Found						Concentration Amount						rSq
		Area1	Area2	Area3	Area4	Area5	Area6	Conc1	Conc2	Conc3	Conc4	Conc5	Conc6	
201804031402	Chloride	0	0.226	1.235	2.355	4.656	13.395	0	1	5	10	20	50	99.705
201804031402	Nitrate	0	0.528	2.926	5.839	12.185		0	1	5	10	20	50	99.961
201804031402	Nitrite	0	0.441	2.461	4.726	9.35		0	1	5	10	20	50	99.971

Calibration Summary:

8040427 0057

Instrument: IC1

Analysis Meth: 300.0 rev2.1

Analyte	Batch ID	Run#	Qc Type	Recov	Spk Amt	Limit
Chloride	20180403140	8	ICV	99	10	90-110
Chloride	20180403140	69	CCV	100	10	90-110
Chloride	20180403140	81	CCV	100	10	90-110
Chloride	20180403140	156	CCV	99	10	90-110
Chloride	20180403140	168	CCV	97	10	90-110
Chloride	20180403140	178	CCV	96	10	90-110
Chloride	20180403140	188	CCV	96	10	90-110
Nitrate	20180403140	8	ICV	102	10	90-110
Nitrate	20180403140	69	CCV	102	10	90-110
Nitrate	20180403140	81	CCV	102	10	90-110
Nitrate	20180403140	156	CCV	102	10	90-110
Nitrate	20180403140	168	CCV	103	10	90-110
Nitrate	20180403140	178	CCV	103	10	90-110
Nitrate	20180403140	188	CCV	103	10	90-110
Nitrite	20180403140	8	ICV	104	10	90-110
Nitrite	20180403140	69	CCV	106	10	90-110
Nitrite	20180403140	81	CCV	105	10	90-110
Nitrite	20180403140	156	CCV	107	10	90-110
Nitrite	20180403140	168	CCV	109	10	90-110
Nitrite	20180403140	178	CCV	109	10	90-110
Nitrite	20180403140	188	CCV	109	10	90-110

Blank Summary

Instrument: IC1

Qc Type: Method Blank Summary

Prep Date: 4/5/18

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180403140	4/5/18 11:27	MBW-2140	71	Chloride	ND	2.0
20180403140	4/9/18 16:39	MBW-2143	158	Chloride	ND	2.0
20180403140	4/5/18 11:27	MBW-2140	71	Nitrate	ND	1.0
20180403140	4/9/18 16:39	MBW-2143	158	Nitrate	ND	1.0
20180403140	4/5/18 11:27	MBW-2140	71	Nitrite	ND	1.0
20180403140	4/9/18 16:39	MBW-2143	158	Nitrite	ND	1.0

Qc Type: ICB Summary

Prep Date: NA

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180403140	4/3/18 17:47	ICB	9	Chloride	ND	2.0
20180403140	4/3/18 17:47	ICB	9	Nitrate	ND	1.0
20180403140	4/3/18 17:47	ICB	9	Nitrite	ND	1.0

Qc Type: CCB Summary

Prep Date: NA

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180403140	4/5/18 11:03	CCB	70	Chloride	ND	2.0
20180403140	4/5/18 17:01	CCB	82	Chloride	ND	2.0
20180403140	4/9/18 16:15	CCB	157	Chloride	ND	2.0
20180403140	4/9/18 21:55	CCB	169	Chloride	ND	2.0
20180403140	4/10/18 01:57	CCB	179	Chloride	ND	2.0
20180403140	4/10/18 05:59	CCB	189	Chloride	ND	2.0
20180403140	4/5/18 11:03	CCB	70	Nitrate	ND	1.0
20180403140	4/5/18 17:01	CCB	82	Nitrate	ND	1.0
20180403140	4/9/18 16:15	CCB	157	Nitrate	ND	1.0
20180403140	4/9/18 21:55	CCB	169	Nitrate	ND	1.0
20180403140	4/10/18 01:57	CCB	179	Nitrate	ND	1.0
20180403140	4/10/18 05:59	CCB	189	Nitrate	ND	1.0
20180403140	4/5/18 11:03	CCB	70	Nitrite	ND	1.0
20180403140	4/5/18 17:01	CCB	82	Nitrite	ND	1.0
20180403140	4/9/18 16:15	CCB	157	Nitrite	ND	1.0
20180403140	4/9/18 21:55	CCB	169	Nitrite	ND	1.0
20180403140	4/10/18 01:57	CCB	179	Nitrite	ND	1.0
20180403140	4/10/18 05:59	CCB	189	Nitrite	ND	1.0

Subcontracted Data

This is the last page of the data generated by Hampton-Clarke.
The following pages were submitted to HC by subcontracted laboratories.



Dayton, NJ

04/18/18

The results set forth herein are provided by SGS North America Inc.

e-Hardcopy 2.0
Automated Report

Technical Report for

Hampton Clarke-Veritech

Project # 8040427

8040427 / COC ID # 5775

SGS Job Number: JC63664

Sampling Date: 04/04/18

Report to:

Hampton Clarke-Veritech
175 Route 46 West
Fairfield, NJ 07004
NYannacone@HCVLab.com; SubResults@HCVLab.com
ATTN: Nick Yannacone

Total number of pages in report: 11



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable.

Nancy Cole
Laboratory Director

Client Service contact: Victoria Pushkova 732-329-0200

Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA, RI, SC, TX, UT, VA, WV, DoD ELAP (ANAB L2248)

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Test results relate only to samples analyzed.

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Sample Summary

Hampton Clarke-Veritech

Job No: JC63664

Project # 8040427

Project No: 8040427 / COC ID # 5775

Sample Number	Collected Date	Time By	Received	Matrix Code Type	Client Sample ID
JC63664-1	04/04/18	12:20 JK	04/06/18	AQ Water	AD03446-001 B-1 (OW)

Summary of Hits

Page 1 of 1

Job Number: JC63664
Account: Hampton Clarke-Veritech
Project: Project # 8040427
Collected: 04/04/18

2

Lab Sample ID Analyte	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
JC63664-1	AD03446-001 B-1 (OW)					
Nitrogen, Total Kjeldahl		2.7	0.20		mg/l	EPA 351.2/LACHAT

Sample Results

Report of Analysis

Report of Analysis

Page 1 of 1

3.1

3

Client Sample ID: AD03446-001 B-1 (OW)**Lab Sample ID:** JC63664-1**Matrix:** AQ - Water**Project:** Project # 8040427**Date Sampled:** 04/04/18**Date Received:** 04/06/18**Percent Solids:** n/a

General Chemistry

Analyte	Result	RL	Units	DF	Analyzed	By	Method
Nitrogen, Total Kjeldahl	2.7	0.20	mg/l	1	04/12/18 13:27	BM	EPA 351.2/LACHAT

RL = Reporting Limit

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody
- Sample Tracking Chronicle
- Internal Chain of Custody

CHAIN OF CUSTODY RECORD

Hampton-Clarke, Inc.
175 US Hwy 46 West
Fairfield, New Jersey, 07004
Ph: 800-426-9992 Fax: 973-439-1458

JC63664

Report To:

Hampton-Clarke, Inc.:
Attn: Reporting
175 Route 46 West
Fairfield, New Jersey 07004

Invoice To:

Hampton-Clarke, Inc.:
Attn: Accounting
175 Route 46 West
Fairfield, New Jersey 07004

Project #:



8040427

CocID#:



5775

FINAL RESULTS TO: subresults@hcvlab.com

PRELIM/VERBAL RESULTS TO: subresults@hcvlab.com

EDD: NEW JERSEY HAZRESULT OR EQUIS EZEDD REQUIRED FOR ALL DATA SUBMITTALS!

Turn Around Time: 1-week

Preliminary Due Date: 4/13/2018

Report Type: NYDOH-CatA (STAND Hard Copy Due Date: 4/27/2018

Sample

Number: Client ID
AD03446-001 B-1 (OW)

Date

Matrix: Collected: Aqueous 4/4/2018

Time

Collected: Analysis Requested
12:20:00 PM TKN 351.2

INITIAL ASSESSMENT

LABEL VERIFICATION

AK 3A

611
MO
4/5/18

Relinquished By:

Accepted By:

Date:

Time:

Comments, Notes, Special Requirements, HAZARDS

[Signature]

[Signature]

4/6/18

11:50

Cooler Temp:

2.5°C TP

Hampton-Clarke, Inc. is a subsidiary of SGS. For more information, please contact SGS at (800) 368-5800. SGS is a leader in providing environmental testing and analysis services. SGS is a member of the International Organization of Standardization (ISO) and is certified to ISO 9001:2015. SGS is a leader in providing environmental testing and analysis services. SGS is a member of the International Organization of Standardization (ISO) and is certified to ISO 9001:2015.

JC63664: Chain of Custody

Page 1 of 2

SGS Sample Receipt Summary

Job Number: JC63664 **Client:** _____ **Project:** _____
Date / Time Received: 4/6/2018 11:50:00 AM **Delivery Method:** _____ **Airbill #s:** _____

Cooler Temps (Raw Measured) °C: Cooler 1: (2.5);

Cooler Temps (Corrected) °C: Cooler 1: (4.0);

Cooler Security	Y or N
1. Custody Seals Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Custody Seals Intact:	<input checked="" type="checkbox"/> <input type="checkbox"/>
3. COC Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>
4. Smpl Dates/Time OK	<input checked="" type="checkbox"/> <input type="checkbox"/>

Cooler Temperature	Y or N
1. Temp criteria achieved:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Cooler temp verification:	IR Gun
3. Cooler media:	Ice (Bag)
4. No. Coolers:	1

Quality Control Preservation	Y or N	N/A
1. Trip Blank present / cooler:	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Trip Blank listed on COC:	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Samples preserved properly:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
4. VOCs headspace free:	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>

Sample Integrity - Documentation	Y or N
1. Sample labels present on bottles:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Container labeling complete:	<input checked="" type="checkbox"/> <input type="checkbox"/>
3. Sample container label / COC agree:	<input checked="" type="checkbox"/> <input type="checkbox"/>

Sample Integrity - Condition	Y or N
1. Sample recvd within HT:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. All containers accounted for:	<input checked="" type="checkbox"/> <input type="checkbox"/>
3. Condition of sample:	Intact

Sample Integrity - Instructions	Y or N	N/A
1. Analysis requested is clear:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
2. Bottles received for unspecified tests	<input type="checkbox"/> <input checked="" type="checkbox"/>	
3. Sufficient volume recvd for analysis:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
4. Compositing instructions clear:	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Filtering instructions clear:	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>

Test Strip Lot #s:	pH 1-12: 216017	pH 12+: 208717	Other: (Specify) _____
--------------------	-----------------	----------------	------------------------

Comments

SM089-03
Rev. Date 12/7/17

JC63664: Chain of Custody
Page 2 of 2

Internal Sample Tracking Chronicle

Hampton Clarke-Veritech

Job No: JC63664

Project # 8040427

Project No: 8040427 / COC ID # 5775

Sample Number	Method	Analyzed	By	Prepped	By	Test Codes
------------------	--------	----------	----	---------	----	------------

JC63664-1 Collected: 04-APR-18 12:20 By: JK Received: 06-APR-18 By: AS
AD03446-001 B-1 (OW)

JC63664-1 EPA 351.2/LACHAT 12-APR-18 13:27 BM 12-APR-18 MP TKN

SGS Internal Chain of Custody

Page 1 of 1

Job Number: JC63664
Account: HCVNJF Hampton Clarke-Veritech
Project: Project # 8040427
Received: 04/06/18

Sample Bottle Number	Transfer FROM	Transfer TO	Date/Time	Reason
JC63664-1.1	Secured Storage	Jennifer Voitovitch	04/08/18 14:14	Retrieve from Storage
JC63664-1.1	Jennifer Voitovitch	Secured Staging Area	04/08/18 14:14	Return to Storage
JC63664-1.1	Secured Staging Area	Mahendra Patel	04/09/18 08:39	Retrieve from Storage
JC63664-1.1	Mahendra Patel	Secured Storage	04/09/18 18:15	Return to Storage
JC63664-1.1	Secured Storage	Mahendra Patel	04/11/18 10:36	Retrieve from Storage
JC63664-1.1	Mahendra Patel	Secured Storage	04/11/18 16:00	Return to Storage
JC63664-1.1	Secured Storage	Sahara Feliciano	04/11/18 17:48	Retrieve from Storage
JC63664-1.1	Sahara Feliciano	Secured Staging Area	04/11/18 17:48	Return to Storage
JC63664-1.1	Secured Staging Area	Mahendra Patel	04/12/18 06:44	Retrieve from Storage
JC63664-1.1	Mahendra Patel	Secured Storage	04/12/18 17:26	Return to Storage

4.3

4

Project: Morrison Plaza Phase

Client PO: 2042580.011.00

Report To: Louis Berger & Associates
96 Morton St.
8th Floor
New York, NY 10014

Attn: Jon Ganz

Received Date: 4/4/2018

Report Date: 4/23/2018

Deliverables: NYDOH-R

Lab ID: AD03450

Lab Project No: 8040431

This report is a true report of results obtained from our tests of this material. The report relates only to those samples received and analyzed by the laboratory. All results meet the requirements of the NELAC Institute standards. Laboratory reports may not be reproduced, except in full, without the written approval of the laboratory.

In lieu of a formal contract document, the total aggregate liability of Hampton-Clarke to all parties shall not exceed Hampton-Clarke's total fee for analytical services rendered.


Robin Cousineau - Quality Assurance Director

OR

Jean Revolus - Laboratory Director

NJ (07071)
PA (68-00463)

NY (ELAP11408)
KY (90124)

CT (PH-0671)



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Sample Summary

Client: Louis Berger & Associates
Project: Morrison Plaza Phase

HC Project #: 8040431

Lab#	SampleID	Matrix	Collection Date	Receipt Date
AD03450-001	SB03 Grab	Soil	4/4/2018	4/4/2018
AD03450-002	SB03 Comp	Soil	4/4/2018	4/4/2018
AD03450-003	SB01 Grab	Soil	4/4/2018	4/4/2018
AD03450-004	SB01 Comp	Soil	4/4/2018	4/4/2018
AD03450-005	SB02 Grab	Soil	4/4/2018	4/4/2018
AD03450-006	SB02 Comp	Soil	4/4/2018	4/4/2018

HC Case Narrative

Client: Louis Berger
Project: Morrison Plaza

HC Project: 8040431

This case narrative is in the form of an exception report. Method specific and/or QA/QC anomalies related to this report only are detailed below.

Volatile Organic Analysis:

The VO soil samples were not collected as encores. Any reported sample concentrations below 200 ug/kg may be biased low due to the samples not being collected according to 5035A low-level specifications.

Methylene Chloride was recovered in samples AD03450-001, -003 due to possible lab contamination.

The Method Blank Spike for batches 67568, 68178 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

The MS/MSD RPD, Matrix Spike and/or Matrix Spike Duplicate for batch 68178 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

Base Neutral/Acid Extractable Analysis:

Sample AD03450-004 was analyzed at a dilution due to presence of high target analytes.

The Method Blank Spike for batch SMB67620 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

The MS/MSD RPD, Matrix Spike and/or Matrix Spike Duplicate for batch SMB67620 had recoveries outside QC limits. Please refer to the applicable Form 3 for the recoveries.

PCB Analysis:

Data conforms to method requirements.

Total Petroleum Hydrocarbon Analysis:

Data conforms to method requirements.

Gasoline Range Organics Analysis:


Data conforms to method requirements.

TCLP Metals Analysis:

The Post Spike for batch 66947 had recoveries outside QC limits. Please refer to the applicable Form 5/7 for the recoveries.

Wet Chemistry Analysis:

Data conforms to method requirements.


Robin Cousineau
Quality Assurance Director

Or

Jean Revolus
Laboratory Director

4/23/2018
Date

HC Executive Summary

8040431 0003

Client: Louis Berger & Associates

HC Project #: 8040431

Project: Morrison Plaza Phase

Lab#: AD03450-001

Sample ID: SB03 Grab

Analyte	Units	RL	Result	Analytical Method
Methylene chloride	mg/kg	0.0022	0.0071	EPA 8260C

Lab#: AD03450-002

Sample ID: SB03 Comp

Analyte	Units	RL	Result	Analytical Method
pH	ph		7.7	9040C/9045D
Burning Rate (mm/sec)			NA	EPA 1030
Flame Propagation (POS/NEG)			NA	EPA 1030
Ignitability Screen (POS/NEG)			NEG	EPA 1030
Barium	mg/l	0.25	0.30	EPA 6010C
Benzo[a]anthracene	mg/kg	0.041	0.11	EPA 8270D
Benzo[a]pyrene	mg/kg	0.041	0.13	EPA 8270D
Benzo[b]fluoranthene	mg/kg	0.041	0.13	EPA 8270D
Benzo[g,h,i]perylene	mg/kg	0.041	0.11	EPA 8270D
Benzo[k]fluoranthene	mg/kg	0.041	0.050	EPA 8270D
Chrysene	mg/kg	0.041	0.12	EPA 8270D
Fluoranthene	mg/kg	0.041	0.14	EPA 8270D
Indeno[1,2,3-cd]pyrene	mg/kg	0.041	0.077	EPA 8270D
Naphthalene	mg/kg	0.010	0.051	EPA 8270D
Phenanthrene	mg/kg	0.041	0.17	EPA 8270D
Pyrene	mg/kg	0.041	0.23	EPA 8270D
Paint Filter Test			NEG	EPA 9095B

Lab#: AD03450-003

Sample ID: SB01 Grab

Analyte	Units	RL	Result	Analytical Method
Methylene chloride	mg/kg	0.0023	0.0042	EPA 8260C

HC Executive Summary

8040431 0004

Client: Louis Berger & Associates

HC Project #: 8040431

Project: Morrison Plaza Phase

Lab#: AD03450-004

Sample ID: SB01 Comp

Analyte	Units	RL	Result	Analytical Method
pH	ph		8	9040C/9045D
Burning Rate (mm/sec)			NA	EPA 1030
Flame Propagation (POS/NEG)			NA	EPA 1030
Ignitability Screen (POS/NEG)			NEG	EPA 1030
Barium	mg/l	0.25	0.50	EPA 6010C
Total Petroleum Hydrocarbons	mg/kg	73	170	EPA 8015D
Aroclor (Total)	mg/kg	0.030	0.073	EPA 8082A
Aroclor-1254	mg/kg	0.030	0.073	EPA 8082A
2-Methylnaphthalene	mg/kg	0.12	0.44	EPA 8270D
Acenaphthene	mg/kg	0.12	0.97	EPA 8270D
Anthracene	mg/kg	0.12	1.7	EPA 8270D
Benzo[a]anthracene	mg/kg	0.12	2.4	EPA 8270D
Benzo[a]pyrene	mg/kg	0.12	2.1	EPA 8270D
Benzo[b]fluoranthene	mg/kg	0.12	2.6	EPA 8270D
Benzo[g,h,i]perylene	mg/kg	0.12	1.1	EPA 8270D
Benzo[k]fluoranthene	mg/kg	0.12	0.88	EPA 8270D
Chrysene	mg/kg	0.12	2.0	EPA 8270D
Dibenzo[a,h]anthracene	mg/kg	0.12	0.33	EPA 8270D
Fluoranthene	mg/kg	0.12	5.0	EPA 8270D
Fluorene	mg/kg	0.12	1.1	EPA 8270D
Indeno[1,2,3-cd]pyrene	mg/kg	0.12	1.0	EPA 8270D
Naphthalene	mg/kg	0.030	1.2	EPA 8270D
Phenanthrene	mg/kg	0.12	5.3	EPA 8270D
Pyrene	mg/kg	0.12	4.3	EPA 8270D
Paint Filter Test			NEG	EPA 9095B

Lab#: AD03450-006

Sample ID: SB02 Comp

Analyte	Units	RL	Result	Analytical Method
pH	ph		8.2	9040C/9045D
Burning Rate (mm/sec)			NA	EPA 1030
Flame Propagation (POS/NEG)			NA	EPA 1030
Ignitability Screen (POS/NEG)			NEG	EPA 1030
Barium	mg/l	0.25	0.70	EPA 6010C
Total Petroleum Hydrocarbons	mg/kg	71	290	EPA 8015D
Acenaphthene	mg/kg	0.078	0.11	EPA 8270D
Anthracene	mg/kg	0.078	0.26	EPA 8270D
Benzo[a]anthracene	mg/kg	0.078	0.75	EPA 8270D
Benzo[a]pyrene	mg/kg	0.078	0.67	EPA 8270D
Benzo[b]fluoranthene	mg/kg	0.078	0.89	EPA 8270D
Benzo[g,h,i]perylene	mg/kg	0.078	0.46	EPA 8270D
Benzo[k]fluoranthene	mg/kg	0.078	0.29	EPA 8270D
Chrysene	mg/kg	0.078	0.75	EPA 8270D
Dibenzo[a,h]anthracene	mg/kg	0.078	0.12	EPA 8270D
Fluoranthene	mg/kg	0.078	1.6	EPA 8270D
Fluorene	mg/kg	0.078	0.091	EPA 8270D
Indeno[1,2,3-cd]pyrene	mg/kg	0.078	0.39	EPA 8270D
Naphthalene	mg/kg	0.020	0.066	EPA 8270D
Phenanthrene	mg/kg	0.078	1.2	EPA 8270D
Pyrene	mg/kg	0.078	1.5	EPA 8270D
Paint Filter Test			NEG	EPA 9095B

HC Report of Analysis

Client: Louis Berger & Associates

HC Project #: 8040431

Project: Morrison Plaza Phase

Sample ID: SB03 Grab
Lab#: AD03450-001
Matrix: Soil

Collection Date: 4/4/2018

Receipt Date: 4/4/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		83

Volatile Organics (no search) 8260

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	0.919	mg/kg	0.0022	ND
1,1,2,2-Tetrachloroethane	0.919	mg/kg	0.0022	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	0.919	mg/kg	0.0022	ND
1,1,2-Trichloroethane	0.919	mg/kg	0.0022	ND
1,1-Dichloroethane	0.919	mg/kg	0.0022	ND
1,1-Dichloroethene	0.919	mg/kg	0.0022	ND
1,2,3-Trichlorobenzene	0.919	mg/kg	0.0022	ND
1,2,4-Trichlorobenzene	0.919	mg/kg	0.0022	ND
1,2-Dibromo-3-chloropropane	0.919	mg/kg	0.0022	ND
1,2-Dibromoethane	0.919	mg/kg	0.0011	ND
1,2-Dichlorobenzene	0.919	mg/kg	0.0022	ND
1,2-Dichloroethane	0.919	mg/kg	0.0022	ND
1,2-Dichloropropane	0.919	mg/kg	0.0022	ND
1,3-Dichlorobenzene	0.919	mg/kg	0.0022	ND
1,4-Dichlorobenzene	0.919	mg/kg	0.0022	ND
1,4-Dioxane	0.919	mg/kg	0.11	ND
2-Butanone	0.919	mg/kg	0.0022	ND
2-Hexanone	0.919	mg/kg	0.0022	ND
4-Methyl-2-pentanone	0.919	mg/kg	0.0022	ND
Acetone	0.919	mg/kg	0.011	ND
Benzene	0.919	mg/kg	0.0011	ND
Bromochloromethane	0.919	mg/kg	0.0022	ND
Bromodichloromethane	0.919	mg/kg	0.0022	ND
Bromoform	0.919	mg/kg	0.0022	ND
Bromomethane	0.919	mg/kg	0.0022	ND
Carbon disulfide	0.919	mg/kg	0.0022	ND
Carbon tetrachloride	0.919	mg/kg	0.0022	ND
Chlorobenzene	0.919	mg/kg	0.0022	ND
Chloroethane	0.919	mg/kg	0.0022	ND
Chloroform	0.919	mg/kg	0.0022	ND
Chloromethane	0.919	mg/kg	0.0022	ND
cis-1,2-Dichloroethene	0.919	mg/kg	0.0022	ND
cis-1,3-Dichloropropene	0.919	mg/kg	0.0022	ND
Cyclohexane	0.919	mg/kg	0.0022	ND
Dibromochloromethane	0.919	mg/kg	0.0022	ND
Dichlorodifluoromethane	0.919	mg/kg	0.0022	ND
Ethylbenzene	0.919	mg/kg	0.0011	ND
Isopropylbenzene	0.919	mg/kg	0.0011	ND
m&p-Xylenes	0.919	mg/kg	0.0011	ND
Methyl Acetate	0.919	mg/kg	0.0022	ND
Methylcyclohexane	0.919	mg/kg	0.0022	ND
Methylene chloride	0.919	mg/kg	0.0022	0.0071
Methyl-t-butyl ether	0.919	mg/kg	0.0011	ND
o-Xylene	0.919	mg/kg	0.0011	ND

Sample ID: SB03 Grab
Lab#: AD03450-001
Matrix: Soil

Collection Date: 4/4/2018
Receipt Date: 4/4/2018

Styrene	0.919	mg/kg	0.0022	ND
t-Butyl Alcohol	0.919	mg/kg	0.011	ND
Tetrachloroethene	0.919	mg/kg	0.0022	ND
Toluene	0.919	mg/kg	0.0011	ND
trans-1,2-Dichloroethene	0.919	mg/kg	0.0022	ND
trans-1,3-Dichloropropene	0.919	mg/kg	0.0022	ND
Trichloroethene	0.919	mg/kg	0.0022	ND
Trichlorofluoromethane	0.919	mg/kg	0.0022	ND
Vinyl chloride	0.919	mg/kg	0.0022	ND
Xylenes (Total)	0.919	mg/kg	0.0011	ND

Sample ID: SB03 Comp
 Lab#: AD03450-002
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		82

Gasoline range organics 8015D(C6-C10)

Analyte	DF	Units	RL	Result
Gasoline Range Organics	90.6	mg/kg	28	ND

Ignitability (EPA 1030)

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

Mercury (TCLP) 7470A

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

PAH Compounds 8270

Analyte	DF	Units	RL	Result
2-Methylnaphthalene	1	mg/kg	0.041	ND
Acenaphthene	1	mg/kg	0.041	ND
Acenaphthylene	1	mg/kg	0.041	ND
Anthracene	1	mg/kg	0.041	ND
Benzo(a)anthracene	1	mg/kg	0.041	0.11
Benzo(a)pyrene	1	mg/kg	0.041	0.13
Benzo(b)fluoranthene	1	mg/kg	0.041	0.13
Benzo(g,h,i)perylene	1	mg/kg	0.041	0.11
Benzo(k)fluoranthene	1	mg/kg	0.041	0.050
Chrysene	1	mg/kg	0.041	0.12
Dibenzo(a,h)anthracene	1	mg/kg	0.041	ND
Fluoranthene	1	mg/kg	0.041	0.14
Fluorene	1	mg/kg	0.041	ND
Indeno(1,2,3-cd)pyrene	1	mg/kg	0.041	0.077
Naphthalene	1	mg/kg	0.010	0.061
Phenanthrene	1	mg/kg	0.041	0.17
Pyrene	1	mg/kg	0.041	0.23

Paint Filter Test 9095B

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

PCB 8082

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.030	ND
Aroclor-1016	1	mg/kg	0.030	ND
Aroclor-1221	1	mg/kg	0.030	ND
Aroclor-1232	1	mg/kg	0.030	ND
Aroclor-1242	1	mg/kg	0.030	ND
Aroclor-1248	1	mg/kg	0.030	ND
Aroclor-1254	1	mg/kg	0.030	ND
Aroclor-1260	1	mg/kg	0.030	ND
Aroclor-1262	1	mg/kg	0.030	ND
Aroclor-1268	1	mg/kg	0.030	ND

pH 9040C/9045D

Analyte	DF	Units	RL	Result
pH	1	ph		7.7

Sample ID: SB03 Comp
 Lab#: AD03450-002
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

Reactive Cyanide

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

Reactive Sulfide

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

TCLP Metals 6010

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.30
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Total Petroleum Hydrocarbons 8015D (C8-C40)

Analyte	DF	Units	RL	Result
Total Petroleum Hydrocarbons	1	mg/kg	73	ND

Sample ID: SB01 Grab
 Lab#: AD03450-003
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		83

Volatile Organics (no search) 8260

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	0.936	mg/kg	0.0023	ND
1,1,2,2-Tetrachloroethane	0.936	mg/kg	0.0023	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	0.936	mg/kg	0.0023	ND
1,1,2-Trichloroethane	0.936	mg/kg	0.0023	ND
1,1-Dichloroethane	0.936	mg/kg	0.0023	ND
1,1-Dichloroethene	0.936	mg/kg	0.0023	ND
1,2,3-Trichlorobenzene	0.936	mg/kg	0.0023	ND
1,2,4-Trichlorobenzene	0.936	mg/kg	0.0023	ND
1,2-Dibromo-3-chloropropane	0.936	mg/kg	0.0023	ND
1,2-Dibromoethane	0.936	mg/kg	0.0011	ND
1,2-Dichlorobenzene	0.936	mg/kg	0.0023	ND
1,2-Dichloroethane	0.936	mg/kg	0.0023	ND
1,2-Dichloropropane	0.936	mg/kg	0.0023	ND
1,3-Dichlorobenzene	0.936	mg/kg	0.0023	ND
1,4-Dichlorobenzene	0.936	mg/kg	0.0023	ND
1,4-Dioxane	0.936	mg/kg	0.11	ND
2-Butanone	0.936	mg/kg	0.0023	ND
2-Hexanone	0.936	mg/kg	0.0023	ND
4-Methyl-2-pentanone	0.936	mg/kg	0.0023	ND
Acetone	0.936	mg/kg	0.011	ND
Benzene	0.936	mg/kg	0.0011	ND
Bromochloromethane	0.936	mg/kg	0.0023	ND
Bromodichloromethane	0.936	mg/kg	0.0023	ND
Bromoform	0.936	mg/kg	0.0023	ND
Bromomethane	0.936	mg/kg	0.0023	ND
Carbon disulfide	0.936	mg/kg	0.0023	ND
Carbon tetrachloride	0.936	mg/kg	0.0023	ND
Chlorobenzene	0.936	mg/kg	0.0023	ND
Chloroethane	0.936	mg/kg	0.0023	ND
Chloroform	0.936	mg/kg	0.0023	ND
Chloromethane	0.936	mg/kg	0.0023	ND
cis-1,2-Dichloroethene	0.936	mg/kg	0.0023	ND
cis-1,3-Dichloropropene	0.936	mg/kg	0.0023	ND
Cyclohexane	0.936	mg/kg	0.0023	ND
Dibromochloromethane	0.936	mg/kg	0.0023	ND
Dichlorodifluoromethane	0.936	mg/kg	0.0023	ND
Ethylbenzene	0.936	mg/kg	0.0011	ND
Isopropylbenzene	0.936	mg/kg	0.0011	ND
m,p-Xylenes	0.936	mg/kg	0.0011	ND
Methyl Acetate	0.936	mg/kg	0.0023	ND
Methylcyclohexane	0.936	mg/kg	0.0023	ND
Methylene chloride	0.936	mg/kg	0.0023	0.0042
Methyl-t-butyl ether	0.936	mg/kg	0.0011	ND
o-Xylene	0.936	mg/kg	0.0011	ND
Styrene	0.936	mg/kg	0.0023	ND
t-Butyl Alcohol	0.936	mg/kg	0.011	ND
Tetrachloroethene	0.936	mg/kg	0.0023	ND
Toluene	0.936	mg/kg	0.0011	ND
trans-1,2-Dichloroethene	0.936	mg/kg	0.0023	ND
trans-1,3-Dichloropropene	0.936	mg/kg	0.0023	ND

Sample ID: SB01 Grab
Lab#: AD03450-003
Matrix: Soil

Collection Date: 4/4/2018
Receipt Date: 4/4/2018

Trichloroethene	0.936	mg/kg	0.0023	ND
Trichlorofluoromethane	0.936	mg/kg	0.0023	ND
Vinyl chloride	0.936	mg/kg	0.0023	ND
Xylenes (Total)	0.936	mg/kg	0.0011	ND

Sample ID: SB01 Comp
 Lab#: AD03450-004
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		82

Gasoline range organics 8015D(C6-C10)

Analyte	DF	Units	RL	Result
Gasoline Range Organics	87.1	mg/kg	27	ND

Ignitability (EPA 1030)

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

Mercury (TCLP) 7470A

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

PAH Compounds 8270

Analyte	DF	Units	RL	Result
2-Methylnaphthalene	3	mg/kg	0.12	0.44
Acenaphthene	3	mg/kg	0.12	0.97
Acenaphthylene	3	mg/kg	0.12	ND
Anthracene	3	mg/kg	0.12	1.7
Benzo[a]anthracene	3	mg/kg	0.12	2.4
Benzo[a]pyrene	3	mg/kg	0.12	2.1
Benzo[b]fluoranthene	3	mg/kg	0.12	2.6
Benzo[g,h,i]perylene	3	mg/kg	0.12	1.1
Benzo[k]fluoranthene	3	mg/kg	0.12	0.88
Chrysene	3	mg/kg	0.12	2.0
Dibenzo[a,h]anthracene	3	mg/kg	0.12	0.33
Fluoranthene	3	mg/kg	0.12	5.0
Fluorene	3	mg/kg	0.12	1.1
Indeno[1,2,3-cd]pyrene	3	mg/kg	0.12	1.0
Naphthalene	3	mg/kg	0.030	1.2
Phenanthrene	3	mg/kg	0.12	5.3
Pyrene	3	mg/kg	0.12	4.3

Paint Filter Test 9095B

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

PCB 8082

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.030	0.073
Aroclor-1016	1	mg/kg	0.030	ND
Aroclor-1221	1	mg/kg	0.030	ND
Aroclor-1232	1	mg/kg	0.030	ND
Aroclor-1242	1	mg/kg	0.030	ND
Aroclor-1248	1	mg/kg	0.030	ND
Aroclor-1254	1	mg/kg	0.030	0.073
Aroclor-1260	1	mg/kg	0.030	ND
Aroclor-1262	1	mg/kg	0.030	ND
Aroclor-1268	1	mg/kg	0.030	ND

pH 9040C/9045D

Analyte	DF	Units	RL	Result
pH	1	ph		8

Sample ID: SB01 Comp
 Lab#: AD03450-004
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

Reactive Cyanide

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

Reactive Sulfide

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

TCLP Metals 6010

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.50
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Total Petroleum Hydrocarbons 8015D(C8-C40)

Analyte	DF	Units	RL	Result
Total Petroleum Hydrocarbons	1	mg/kg	73	170

Sample ID: SB02 Grab
 Lab#: AD03450-005
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		89

Volatile Organics (no search) 8260

Analyte	DF	Units	RL	Result
1,1,1-Trichloroethane	0.916	mg/kg	0.0021	ND
1,1,2,2-Tetrachloroethane	0.916	mg/kg	0.0021	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	0.916	mg/kg	0.0021	ND
1,1,2-Trichloroethane	0.916	mg/kg	0.0021	ND
1,1-Dichloroethane	0.916	mg/kg	0.0021	ND
1,1-Dichloroethene	0.916	mg/kg	0.0021	ND
1,2,3-Trichlorobenzene	0.916	mg/kg	0.0021	ND
1,2,4-Trichlorobenzene	0.916	mg/kg	0.0021	ND
1,2-Dibromo-3-chloropropane	0.916	mg/kg	0.0021	ND
1,2-Dibromoethane	0.916	mg/kg	0.0010	ND
1,2-Dichlorobenzene	0.916	mg/kg	0.0021	ND
1,2-Dichloroethane	0.916	mg/kg	0.0021	ND
1,2-Dichloropropane	0.916	mg/kg	0.0021	ND
1,3-Dichlorobenzene	0.916	mg/kg	0.0021	ND
1,4-Dichlorobenzene	0.916	mg/kg	0.0021	ND
1,4-Dioxane	0.916	mg/kg	0.10	ND
2-Butanone	0.916	mg/kg	0.0021	ND
2-Hexanone	0.916	mg/kg	0.0021	ND
4-Methyl-2-pentanone	0.916	mg/kg	0.0021	ND
Acetone	0.916	mg/kg	0.010	ND
Benzene	0.916	mg/kg	0.0010	ND
Bromochloromethane	0.916	mg/kg	0.0021	ND
Bromodichloromethane	0.916	mg/kg	0.0021	ND
Bromoform	0.916	mg/kg	0.0021	ND
Bromomethane	0.916	mg/kg	0.0021	ND
Carbon disulfide	0.916	mg/kg	0.0021	ND
Carbon tetrachloride	0.916	mg/kg	0.0021	ND
Chlorobenzene	0.916	mg/kg	0.0021	ND
Chloroethane	0.916	mg/kg	0.0021	ND
Chloroform	0.916	mg/kg	0.0021	ND
Chloromethane	0.916	mg/kg	0.0021	ND
cis-1,2-Dichloroethene	0.916	mg/kg	0.0021	ND
cis-1,3-Dichloropropene	0.916	mg/kg	0.0021	ND
Cyclohexane	0.916	mg/kg	0.0021	ND
Dibromochloromethane	0.916	mg/kg	0.0021	ND
Dichlorodifluoromethane	0.916	mg/kg	0.0021	ND
Ethylbenzene	0.916	mg/kg	0.0010	ND
Isopropylbenzene	0.916	mg/kg	0.0010	ND
m&p-Xylenes	0.916	mg/kg	0.0010	ND
Methyl Acetate	0.916	mg/kg	0.0021	ND
Methylcyclohexane	0.916	mg/kg	0.0021	ND
Methylene chloride	0.916	mg/kg	0.0021	ND
Methyl-t-butyl ether	0.916	mg/kg	0.0010	ND
o-Xylene	0.916	mg/kg	0.0010	ND
Styrene	0.916	mg/kg	0.0021	ND
t-Butyl Alcohol	0.916	mg/kg	0.010	ND
Tetrachloroethene	0.916	mg/kg	0.0021	ND
Toluene	0.916	mg/kg	0.0010	ND
trans-1,2-Dichloroethene	0.916	mg/kg	0.0021	ND
trans-1,3-Dichloropropene	0.916	mg/kg	0.0021	ND

Sample ID: SB02 Grab
Lab#: AD03450-005
Matrix: Soil

Collection Date: 4/4/2018
Receipt Date: 4/4/2018

Trichloroethene	0.916	mg/kg	0.0021	ND
Trichlorofluoromethane	0.916	mg/kg	0.0021	ND
Vinyl chloride	0.916	mg/kg	0.0021	ND
Xylenes (Total)	0.916	mg/kg	0.0010	ND

Sample ID: SB02 Comp
 Lab#: AD03450-006
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

% Solids SM2540G

Analyte	DF	Units	RL	Result
% Solids	1	percent		85

Gasoline range organics 8015D(C6-C10)

Analyte	DF	Units	RL	Result
Gasoline Range Organics	98.8	mg/kg	29	ND

Ignitability (EPA 1030)

Analyte	DF	Units	RL	Result
Burning Rate (mm/sec)	1			NA
Flame Propagation (POS/NEG)	1			NA
Ignitability Screen (POS/NEG)	1			NEG

Mercury (TCLP) 7470A

Analyte	DF	Units	RL	Result
Mercury	1	mg/l	0.00050	ND

PAH Compounds 8270

Analyte	DF	Units	RL	Result
2-Methylnaphthalene	1	mg/kg	0.078	ND
Acenaphthene	1	mg/kg	0.078	0.11
Acenaphthylene	1	mg/kg	0.078	ND
Anthracene	1	mg/kg	0.078	0.26
Benzo[a]anthracene	1	mg/kg	0.078	0.75
Benzo[a]pyrene	1	mg/kg	0.078	0.67
Benzo[b]fluoranthene	1	mg/kg	0.078	0.89
Benzo[g,h,i]perylene	1	mg/kg	0.078	0.46
Benzo[k]fluoranthene	1	mg/kg	0.078	0.29
Chrysene	1	mg/kg	0.078	0.75
Dibenzo[a,h]anthracene	1	mg/kg	0.078	0.12
Fluoranthene	1	mg/kg	0.078	1.6
Fluorene	1	mg/kg	0.078	0.891
Indeno[1,2,3-cd]pyrene	1	mg/kg	0.078	0.39
Naphthalene	1	mg/kg	0.020	0.086
Phenanthrene	1	mg/kg	0.078	1.2
Pyrene	1	mg/kg	0.078	1.5

Paint Filter Test 9095B

Analyte	DF	Units	RL	Result
Paint Filter Test	1			NEG

PCB 8082

Analyte	DF	Units	RL	Result
Aroclor (Total)	1	mg/kg	0.029	ND
Aroclor-1016	1	mg/kg	0.029	ND
Aroclor-1221	1	mg/kg	0.029	ND
Aroclor-1232	1	mg/kg	0.029	ND
Aroclor-1242	1	mg/kg	0.029	ND
Aroclor-1248	1	mg/kg	0.029	ND
Aroclor-1254	1	mg/kg	0.029	ND
Aroclor-1260	1	mg/kg	0.029	ND
Aroclor-1262	1	mg/kg	0.029	ND
Aroclor-1268	1	mg/kg	0.029	ND

pH 9040C/9045D

Analyte	DF	Units	RL	Result
pH	1	ph		8.2

Sample ID: SB02 Comp
 Lab#: AD03450-006
 Matrix: Soil

Collection Date: 4/4/2018
 Receipt Date: 4/4/2018

Reactive Cyanide

Analyte	DF	Units	RL	Result
Cyanide (Reactive)	1	mg/kg	0.50	ND

Reactive Sulfide

Analyte	DF	Units	RL	Result
Sulfide (Reactive)	1	mg/kg	100	ND

TCLP Metals 6010

Analyte	DF	Units	RL	Result
Arsenic	1	mg/l	0.10	ND
Barium	1	mg/l	0.25	0.70
Cadmium	1	mg/l	0.050	ND
Chromium	1	mg/l	0.10	ND
Lead	1	mg/l	0.050	ND
Selenium	1	mg/l	0.10	ND
Silver	1	mg/l	0.050	ND

Total Petroleum Hydrocarbons 8015D(C8-C40)

Analyte	DF	Units	RL	Result
Total Petroleum Hydrocarbons	1	mg/kg	71	290

HC Reporting Limit Definitions/Data Qualifiers

REPORTING DEFINITIONS

DF = Dilution Factor

MDL = Method Detection Limit

RL* = Reporting Limit

ND = Not Detected

RT = Retention Time

NA = Not Applicable

**Samples with elevated Reporting Limits (RLs) as a result of a dilution may not achieve client reporting limits in some cases. The elevated RLs are unavoidable consequences of sample dilution required to quantitate target analytes that exceed the calibration range of the instrument.*

DATA QUALIFIERS

- A- Indicates that the Tentatively Identified Compound (TIC) is suspected to be an aldol-condensation product. These compounds are by-products of acetone and methylene chloride used in the extraction process.
- B- Indicates analyte was present in the Method Blank and sample.
- d- For Pesticide and PCB analysis, the concentration between primary and secondary columns is greater than 40%. The lower concentration is generally reported.
- E- Indicates the concentration exceeded the upper calibration range of the instrument.
- J- Indicates the value is estimated because it is either a Tentatively Identified Compound (TIC) or the reported concentration is greater than the MDL but less than the RL. For samples results between the MDL and RL there is a possibility of false positives or misidentification at the quantitation levels. Additionally, the acceptance criteria for QC samples may not be met.
- R- Retention Time is out.
- Y- Indicates a contaminant found in the blank at less than 10% of the concentration of a contaminant found in the sample.

Laboratory Chronicle

8040431 0018

Client: Louis Berger & Associates

HC Project #: 8040431

Project: Morrison Plaza Phase

Lab#: AD03450-001

Sample ID: SB03 Grab

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
% Solids SM2540G				SM 2540G	4/5/18 00:00	disham
Volatile Organics (no search) 8260	EPA5030/5035			EPA 8260C	4/5/18 14:05	SG

Lab#: AD03450-002

Sample ID: SB03 Comp

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
% Solids SM2540G				SM 2540G	4/5/18 00:00	disham
Gasoline range organics 8015D(C6-C10)	EPA5030/5035			EPA 8015D	4/9/18 11:00	RG
Ignitability (EPA 1030)		04/05/18	disham	EPA 1030	4/5/18 11:10	disham
Mercury (TCLP) 7470A	EPA 7470A	04/07/18 12:00	carmela	EPA 7470A	4/9/18 14:59	CJA
PAH Compounds 8270	3510C/3550C	04/05/18 10:28	jp / jn	EPA 8270D	4/6/18 12:00	AH/JB
Paint Filter Test 9095B				EPA 9095B	4/5/18 00:00	JMP
PCB 8082	3510C/3550C	04/05/18 09:45	marie	EPA 8082A	4/6/18 05:20	MS/ZM/MLC
pH 9040C/9045D				9040C/9045D	4/5/18 12:20	JMP
Reactive Cyanide	SW846 7.3	04/06/18	jessica	SW846 7.3	4/6/18 10:09	JMP
Reactive Sulfide	SW846 7.3	04/06/18	JMP	SW846 7.3	4/6/18 00:00	JMP
TCLP Metals 6010	3005&10/3050	04/07/18 12:00	carmela	EPA 6010C	4/9/18 13:06	SRB
TCLP Metals Extraction 1311	EPA 1311	04/05/18 16:16	Ramos		4/6/18 11:30	Ramos
Total PetroleumHydrocarbons8015D(C8-C40)	Mod. Shaker	04/05/18 09:45	marie	EPA 8015D	4/5/18 23:25	RAK/AH

Lab#: AD03450-003

Sample ID: SB01 Grab

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
% Solids SM2540G				SM 2540G	4/5/18 00:00	disham
Volatile Organics (no search) 8260	EPA5030/5035			EPA 8260C	4/5/18 14:22	SG

Laboratory Chronicle

8040431 0019

Client: Louis Berger & Associates
Project: Morrison Plaza Phase

HC Project #: 8040431

Lab#: AD03450-004

Sample ID: SB01 Comp

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
% Solids SM2540G				SM 2540G	4/5/18 00:00	disham
Gasoline range organics 8015D(C6-C10)	EPA5030/5035			EPA 8015D	4/9/18 11:19	RG
Ignitability (EPA 1030)		04/05/18	disham	EPA 1030	4/5/18 11:10	disham
Mercury (TCLP) 7470A	EPA 7470A	04/07/18 12:00	carmela	EPA 7470A	4/9/18 15:00	CJA
PAH Compounds 8270	3510C/3550C	04/05/18 10:28	jp / jn	EPA 8270D	4/6/18 13:58	AH/JB
Paint Filter Test 9095B				EPA 9095B	4/5/18 00:00	JMP
PCB 8082	3510C/3550C	04/05/18 09:45	marie	EPA 8082A	4/6/18 04:49	MS/ZM/MLC
pH 9040C/9045D				9040C/9045D	4/5/18 12:20	JMP
Reactive Cyanide	SW846 7.3	04/06/18	jessica	SW846 7.3	4/6/18 10:11	JMP
Reactive Sulfide	SW846 7.3	04/06/18	JMP	SW846 7.3	4/6/18 00:00	JMP
TCLP Metals 6010	3005&10/3050	04/07/18 12:00	carmela	EPA 6010C	4/9/18 13:10	SRB
TCLP Metals Extraction 1311	EPA 1311	04/05/18 16:16	Ramos		4/6/18 11:35	Ramos
Total PetroleumHydrocarbons8015D(C8-C40)	Mod. Shaker	04/05/18 09:45	marie	EPA 8015D	4/5/18 23:50	RAK/AH

Lab#: AD03450-005

Sample ID: SB02 Grab

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
% Solids SM2540G				SM 2540G	4/5/18 00:00	disham
Volatile Organics (no search) 8260	EPA5030/5035			EPA 8260C	4/5/18 14:38	SG

Lab#: AD03450-006

Sample ID: SB02 Comp

Test Code	Prep Method	Prep Date	By	Analytical Method	Analysis Date	By
% Solids SM2540G				SM 2540G	4/5/18 00:00	disham
Gasoline range organics 8015D(C6-C10)	EPA5030/5035			EPA 8015D	4/9/18 11:39	RG
Ignitability (EPA 1030)		04/05/18	disham	EPA 1030	4/5/18 11:10	disham
Mercury (TCLP) 7470A	EPA 7470A	04/07/18 12:00	carmela	EPA 7470A	4/9/18 14:53	CJA
PAH Compounds 8270	3510C/3550C	04/05/18 10:28	jp / jn	EPA 8270D	4/6/18 13:11	AH/JB
Paint Filter Test 9095B				EPA 9095B	4/5/18 00:00	JMP
PCB 8082	3510C/3550C	04/05/18 09:45	marie	EPA 8082A	4/6/18 05:05	MS/ZM/MLC
pH 9040C/9045D				9040C/9045D	4/5/18 12:20	JMP
Reactive Cyanide	SW846 7.3	04/06/18	jessica	SW846 7.3	4/6/18 10:12	JMP
Reactive Sulfide	SW846 7.3	04/06/18	JMP	SW846 7.3	4/6/18 00:00	JMP
TCLP Metals 6010	3005&10/3050	04/07/18 12:00	carmela	EPA 6010C	4/9/18 12:22	SRB
TCLP Metals Extraction 1311	EPA 1311	04/05/18 16:16	Ramos		4/6/18 11:35	Ramos
Total PetroleumHydrocarbons8015D(C8-C40)	Mod. Shaker	04/05/18 09:45	marie	EPA 8015D	4/6/18 00:15	RAK/AH

Chain of Custody

Hampton-Clarke, Inc. (WBE/DBE/SBE)

175 Route 46 West and 2 Madison Road, Fairfield, New Jersey 07004
PH: 800-436-9982 | 973-244-9770 Fax: 973-244-9787 | 973-439-1488

Service Center: 137-D Galtier Drive, Mount Laurel, New Jersey 08054

PH (Service Center): 856-788-0057 Fax: 856-788-0056

NEAC/INJ 007071 | PA 866-00463 | NY 871400 | CT 8PH0671 | KY 860124 | DE HSCA Approved



CHAIN OF CUSTODY
RECORD

Project# (Lab Use Only)
8040431

Page 1 of 2

3) Reporting Requirements (Please Circle)

Turnaround Report Type Electronic Deliv.

When Available: Data Summary HazMatCSV

1 Business Day (100%) * Results + QC (Waste) EnrichData

2 Business Days (75%) * NJ Reduced Excel - NJ Regulatory

3 Business Days (50%) * NY Reduced Excel - NY Regulatory

4 Business Days (35%) * PA Reduced Excel - PA Regulatory

5 Business Days (25%) Full / Category B EquiS (Specify below):

10 Business Days (Stand.) Category A 4-Fac/EZ/MS/Reg. 2 or 5

Other: Electronic (PDF) Other:

* Expedited TAT Not Always Available. Please Check with Lab.

Customer Information

1a) Customer: Louis Berger

Address: 96 Morton Street, 8th Floor

New York, NY 10014

1b) Email/Call/Fax/Ph: madonovan@louisberger.com

1c) Send Invoice to: iganz@louisberger.com

1d) Send Report to: Both above

Project Information

2a) Project: Morrison Plaza

2b) Project Mgr: Jonathan Ganz

2c) Project Location (City/State): Queens, NY

2d) Quote/PO # (if Applicable): 2042580.011.00

FOR LAB USE ONLY

Matrix Codes

DW - Drinking Water S - Soil A - Air

GW - Ground Water SL - Sludge

WW - Waste Water OL - Oil

OT - Other (Please specify under Item 8, Comments)

Batch #

Lab Sample #

4) Customer Sample ID

5) Matrix

6) Sample Date

Time

Composite (C)

Grab (G)

TCL VOC (EPA 8260C)

PCB (EPA 8082A/608)

TPH-DRO/GRO (EPA 8015B)

TCLP Metals (RCRA 8) (EPA 1311/601B)

RCRA Chra. (EPA 9012B/9034, 1030/101A, 9045C)

PAH (EPA 8270C)

Paint Filter Test (EPA 9095B)

7) Analysis (specify methods & parameter lists)

8) # of Bottles

9) Comments

10) Relinquished by:

Accepted by:

Date

Time

Comments, Notes, Special Requirements, HAZARDS

Indicate if low-level methods required to meet current groundwater standards (SPLP for soil):

BN or BNA (8270D SIM)

VOC (8260C SIM or 8011)

SPLP (BN, BNA, Metals)

Check if applicable:

Project-Specific Reporting Limits

High Contaminant Concentrations

NJ LSRP Project (also check boxes above/right)

11) Sampler (print name):

Date:

Cooley Temperature

Please Note DDC Contract TATs

CONDITION UPON RECEIPT

Batch Number AD03450

Entered By: Frantz

Date Entered 4/4/2018 5:40:00 PM

-
- 1 Yes Is there a corresponding COC included with the samples?
- 2 Yes Are the samples in a container such as a cooler or ice chest?
- 3 NO Are the COC seals intact?
- 4 T0056 <--- Thermometer ID. Please specify the Temperature inside the container (in degC).
2.4
- 5 Yes Are the samples refrigerated (where required)/have they arrived on ice?
- 6 Yes Are the samples within the holding times for the parameters listed on the COC? IF no, list parameters and samples:
- 7 Yes Are all of the sample bottles intact? If no, specify sample numbers broken/leaking
- 8 Yes Are all of the sample labels or numbers legible? If no specify:
- 9 Yes Do the contents match the COC? If no, specify
- 10 Yes Is there enough sample sent for the analyses listed on the COC? If no, specify:
- 11 NO Are samples preserved correctly?
samples for voa were not collected as encores.
- 12 Yes Was temperature blank present (Place comment below if not)? If not was temperature of samples verified?
- 13 NA Other comments ...Specify
- 14 NA Corrective actions (Specify item number and corrective action taken).

Internal Chain of Custody

8040431 0023

Lab#:	DateTime:	Loc or User	Bot Nu	A/M	Analysis
AD03450-001	04/04/18 17:30	FRANT	0	M	Received
AD03450-001	04/04/18 17:39	FRANT	0	M	Login
AD03450-001	04/04/18 18:04	R12	1	A	NONE
AD03450-001	04/04/18 22:25	R12	1	A	NONE
AD03450-001	04/04/18 22:25	PA	1	A	mix
AD03450-001	04/05/18 07:05	DP	1	A	solids
AD03450-001	04/05/18 10:05	R12	1	A	NONE
AD03450-001	04/05/18 09:42	R30	2	A	NONE
AD03450-001	04/05/18 10:05	R30	2	A	NONE
AD03450-001	04/05/18 10:05	RG	2	A	VOA
AD03450-002	04/04/18 17:30	FRANT	0	M	Received
AD03450-002	04/04/18 17:39	FRANT	0	M	Login
AD03450-002	04/04/18 18:04	R12	1	A	NONE
AD03450-002	04/04/18 22:25	R12	1	A	NONE
AD03450-002	04/04/18 22:25	PA	1	A	mix
AD03450-002	04/05/18 07:05	DP	1	A	solids
AD03450-002	04/05/18 09:44	MSL	1	A	p/p
AD03450-002	04/05/18 09:46	R12	1	A	NONE
AD03450-002	04/05/18 10:28	JPUJN	1	A	BNA
AD03450-002	04/05/18 10:29	R12	1	A	NONE
AD03450-002	04/05/18 11:02	BCT	1	A	PH/PAINTFILTER/IGNIT
AD03450-002	04/05/18 12:42	R12	1	A	NONE
AD03450-002	04/05/18 15:44	R12	1	A	NONE
AD03450-002	04/05/18 16:16	RAMO	1	A	TCLP
AD03450-002	04/05/18 16:17	RAMO	1	A	R12
AD03450-002	04/06/18 07:12	JMP	1	A	rs/rtn
AD03450-002	04/06/18 10:08	R12	1	A	NONE
AD03450-002	04/05/18 09:42	R30	2	A	NONE
AD03450-002	04/05/18 10:05	R30	2	A	NONE
AD03450-002	04/05/18 10:05	RG	2	A	GRO
AD03450-002	04/05/18 10:18	R31	3	A	NONE
AD03450-002	04/09/18 09:52	R31	3	A	NONE
AD03450-002	04/09/18 09:52	RG	3	A	GRO
AD03450-002	04/12/18 08:13	R31	3	A	NONE
AD03450-002	04/12/18 08:13	RG	3	A	GRO
AD03450-003	04/04/18 17:30	FRANT	0	M	Received
AD03450-003	04/04/18 17:39	FRANT	0	M	Login
AD03450-003	04/05/18 09:42	R30	1	A	NONE
AD03450-003	04/05/18 10:05	R30	1	A	NONE
AD03450-003	04/05/18 10:05	RG	1	A	VOA
AD03450-003	04/04/18 18:04	R12	2	A	NONE
AD03450-003	04/04/18 22:25	R12	2	A	NONE
AD03450-003	04/04/18 22:25	PA	2	A	mix
AD03450-003	04/05/18 07:05	DP	2	A	solids
AD03450-003	04/05/18 10:05	R12	2	A	NONE
AD03450-004	04/04/18 17:30	FRANT	0	M	Received
AD03450-004	04/04/18 17:39	FRANT	0	M	Login
AD03450-004	04/04/18 18:04	R12	1	A	NONE
AD03450-004	04/04/18 22:25	PA	1	A	mix
AD03450-004	04/04/18 22:25	R12	1	A	NONE
AD03450-004	04/05/18 07:05	DP	1	A	solids
AD03450-004	04/05/18 09:44	MSL	1	A	p/p
AD03450-004	04/05/18 09:46	R12	1	A	NONE
AD03450-004	04/05/18 10:28	JPUJN	1	A	BNA
AD03450-004	04/05/18 10:29	R12	1	A	NONE
AD03450-004	04/05/18 11:02	BCT	1	A	PH/PAINTFILTER/IGNIT
AD03450-004	04/05/18 12:42	R12	1	A	NONE
AD03450-004	04/05/18 15:44	R12	1	A	NONE
AD03450-004	04/05/18 16:16	RAMO	1	A	TCLP
AD03450-004	04/05/18 16:17	RAMO	1	A	R12
AD03450-004	04/06/18 07:12	JMP	1	A	rs/rtn
AD03450-004	04/06/18 10:08	R12	1	A	NONE
AD03450-004	04/05/18 09:42	R30	2	A	NONE
AD03450-004	04/05/18 10:05	R30	2	A	NONE
AD03450-004	04/05/18 10:05	RG	2	A	GRO
AD03450-004	04/05/18 10:18	R31	3	A	NONE
AD03450-004	04/09/18 09:52	RG	3	A	GRO
AD03450-004	04/09/18 09:52	R31	3	A	NONE
AD03450-005	04/04/18 17:30	FRANT	0	M	Received
AD03450-005	04/04/18 17:39	FRANT	0	M	Login
AD03450-005	04/05/18 09:42	R30	1	A	NONE
AD03450-005	04/05/18 10:05	R30	1	A	NONE
AD03450-005	04/05/18 10:05	RG	1	A	VOA
AD03450-005	04/04/18 18:04	R12	2	A	NONE
AD03450-005	04/04/18 22:25	PA	2	A	mix

Lab#:	DateTime:	Loc or User	Bot Nu	A/M	Analysis
AD03450-005	04/04/18 22:25	R12	2	A	NONE
AD03450-005	04/05/18 07:05	DP	2	A	solids
AD03450-005	04/05/18 10:05	R12	2	A	NONE
AD03450-006	04/04/18 17:30	FRANT	0	M	Received
AD03450-006	04/04/18 17:39	FRANT	0	M	Login
AD03450-006	04/04/18 18:04	R12	1	A	NONE
AD03450-006	04/04/18 22:25	PA	1	A	mix
AD03450-006	04/04/18 22:25	R12	1	A	NONE
AD03450-006	04/05/18 07:05	DP	1	A	solids
AD03450-006	04/05/18 09:44	MSL	1	A	p/p
AD03450-006	04/05/18 09:46	R12	1	A	NONE
AD03450-006	04/05/18 10:28	JPUJN	1	A	BNA
AD03450-006	04/05/18 10:29	R12	1	A	NONE
AD03450-006	04/05/18 11:02	BCT	1	A	PH/PAINTFILTER/IGNIT
AD03450-006	04/05/18 12:42	R12	1	A	NONE
AD03450-006	04/05/18 15:44	R12	1	A	NONE
AD03450-006	04/05/18 16:16	RAMO	1	A	TCLP
AD03450-006	04/05/18 16:17	RAMO	1	A	R12
AD03450-006	04/06/18 07:12	JMP	1	A	rs/rtn
AD03450-006	04/06/18 10:08	R12	1	A	NONE
AD03450-006	04/05/18 09:42	R30	2	A	NONE
AD03450-006	04/05/18 10:05	RG	2	A	GRO
AD03450-006	04/05/18 10:05	R30	2	A	NONE
AD03450-006	04/05/18 10:18	R31	3	A	NONE
AD03450-006	04/09/18 09:52	R31	3	A	NONE
AD03450-006	04/09/18 09:52	RG	3	A	GRO

Samples marked as received are stored in coolers or refrigerator R12, or R24 at 4 deg C until Login

Volatile Data

Form1
ORGANICS VOLATILE REPORT

Sample Number: AD03450-001

Client Id: SB03 Grab

Data File: 6M102609.D

Analysis Date: 04/05/18 14:05

Date Rec/Extracted: 04/04/18-NA

Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 8260C

Matrix: Soil

Initial Vol: 5.44g

Final Vol: NA

Dilution: 0.919

Solids: 83

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
71-55-6	1,1,1-Trichloroethane	0.0022	U	108-90-7	Chlorobenzene	0.0022	U
79-34-5	1,1,2,2-Tetrachloroethane	0.0022	U	75-00-3	Chloroethane	0.0022	U
76-13-1	1,1,2-Trichloro-1,2,2-trifluor	0.0022	U	67-66-3	Chloroform	0.0022	U
79-00-5	1,1,2-Trichloroethane	0.0022	U	74-87-3	Chloromethane	0.0022	U
75-34-3	1,1-Dichloroethane	0.0022	U	156-59-2	cis-1,2-Dichloroethene	0.0022	U
75-35-4	1,1-Dichloroethene	0.0022	U	10061-01-5	cis-1,3-Dichloropropene	0.0022	U
87-61-6	1,2,3-Trichlorobenzene	0.0022	U	110-82-7	Cyclohexane	0.0022	U
120-82-1	1,2,4-Trichlorobenzene	0.0022	U	124-48-1	Dibromochloromethane	0.0022	U
96-12-8	1,2-Dibromo-3-Chloropropa	0.0022	U	75-71-8	Dichlorodifluoromethane	0.0022	U
106-93-4	1,2-Dibromoethane	0.0011	U	100-41-4	Ethylbenzene	0.0011	U
95-50-1	1,2-Dichlorobenzene	0.0022	U	98-82-8	Isopropylbenzene	0.0011	U
107-06-2	1,2-Dichloroethane	0.0022	U	79601-23-1	m&p-Xylenes	0.0011	U
78-87-5	1,2-Dichloropropane	0.0022	U	79-20-9	Methyl Acetate	0.0022	U
541-73-1	1,3-Dichlorobenzene	0.0022	U	108-87-2	Methylcyclohexane	0.0022	U
106-46-7	1,4-Dichlorobenzene	0.0022	U	75-09-2	Methylene Chloride	0.0022	0.0071
123-91-1	1,4-Dioxane	0.11	U	1634-04-4	Methyl-t-butyl ether	0.0011	U
78-93-3	2-Butanone	0.0022	U	95-47-6	o-Xylene	0.0011	U
591-78-6	2-Hexanone	0.0022	U	100-42-5	Styrene	0.0022	U
108-10-1	4-Methyl-2-Pentanone	0.0022	U	75-65-0	t-Butyl Alcohol	0.011	U
67-64-1	Acetone	0.011	U	127-18-4	Tetrachloroethene	0.0022	U
71-43-2	Benzene	0.0011	U	108-88-3	Toluene	0.0011	U
74-87-5	Bromochloromethane	0.0022	U	156-60-5	trans-1,2-Dichloroethene	0.0022	U
75-27-4	Bromodichloromethane	0.0022	U	10061-02-6	trans-1,3-Dichloropropene	0.0022	U
75-25-2	Bromoform	0.0022	U	79-01-6	Trichloroethene	0.0022	U
74-83-9	Bromomethane	0.0022	U	75-69-4	Trichlorofluoromethane	0.0022	U
75-15-0	Carbon Disulfide	0.0022	U	75-01-4	Vinyl Chloride	0.0022	U
56-23-5	Carbon Tetrachloride	0.0022	U	1330-20-7	Xylenes (Total)	0.0011	U

Worksheet #: 458894

Total Target Concentration 0.0071

ColumnID: (*) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration uses

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Quantitation Report (QT Reviewed)

8840431 0026

SampleID : AD03450-001
 Data File: 6M102609.D
 Acq On : 04/ 5/18 14:05

Operator : SG
 Sam Mult : 1 Vial# : 13
 Misc : S,5g!3

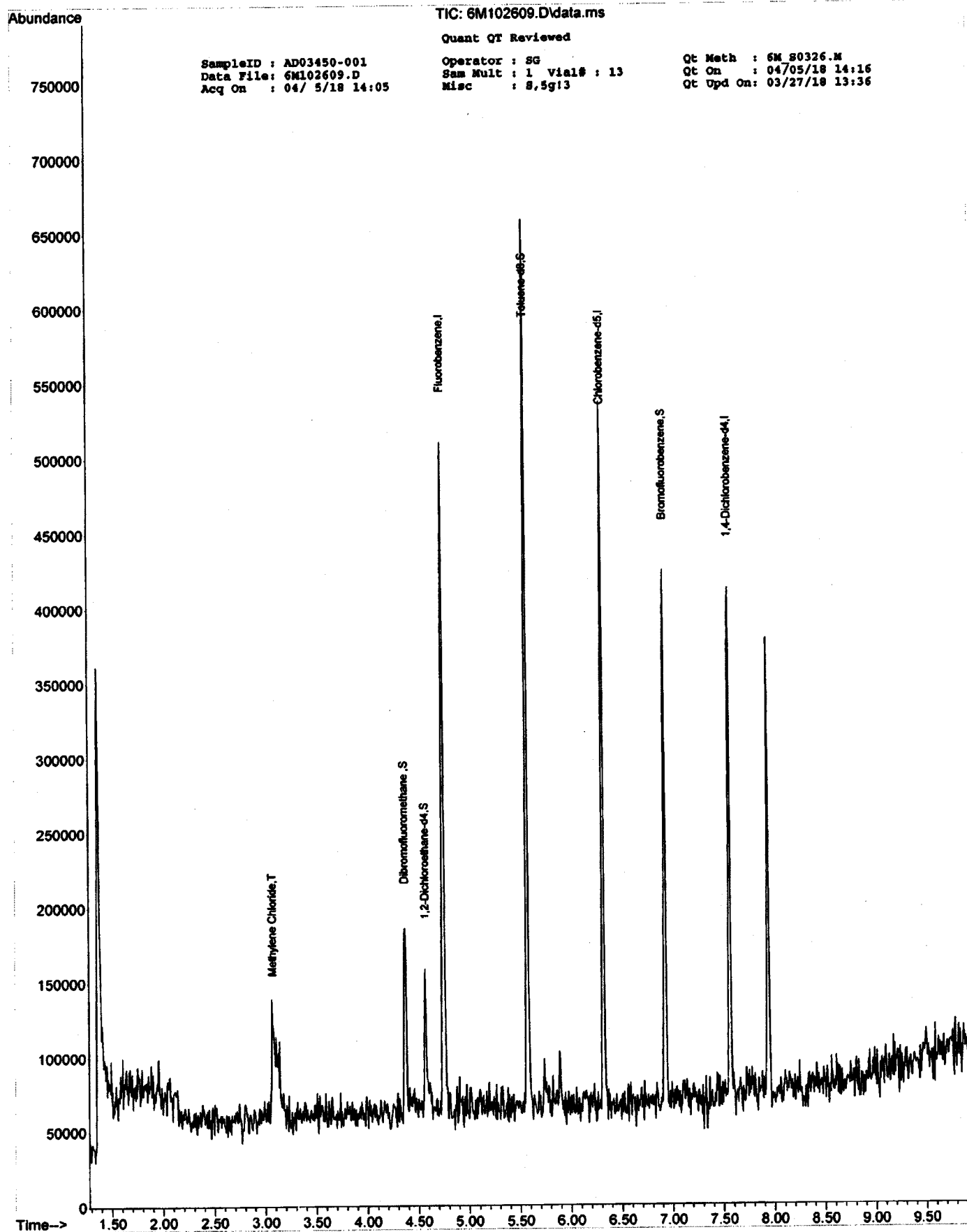
Qt Meth : 6M_S0326.M
 Qt On : 04/05/18 14:16
 Qt Upd On: 03/27/18 13:36

Data Path : G:\GcMsData\2018\GCMS_6\Data\04-05-18\
 Qt Path : G:\GcMsData\2018\GCMS_6\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)

Internal Standards						
4) Fluorobenzene	4.754	96	276374	30.00	ug/l	0.02
52) Chlorobenzene-d5	6.325	117	163699	30.00	ug/l	0.02
70) 1,4-Dichlorobenzene-d4	7.570	152	65111	30.00	ug/l	0.02
System Monitoring Compounds						
37) Dibromofluoromethane	4.369	111	56592	28.15	ug/l	0.02
Spiked Amount 30.000			Recovery =	93.83%		
39) 1,2-Dichloroethane-d4	4.574	67	27705	30.94	ug/l	0.02
Spiked Amount 30.000			Recovery =	103.13%		
66) Toluene-d8	5.573	98	249463	29.46	ug/l	0.02
Spiked Amount 30.000			Recovery =	98.20%		
76) Bromofluorobenzene	6.932	174	64122	32.28	ug/l	0.02
Spiked Amount 30.000			Recovery =	107.60%		
Target Compounds						
15) Methylene Chloride	3.076	84	33502	6.4417	ug/l	87

(#) = qualifier out of range (m) = manual integration (+) = signals summed



Form1
ORGANICS VOLATILE REPORT

Sample Number: AD03450-003
Client Id: SB01 Grab
Data File: 6M102610.D
Analysis Date: 04/05/18 14:22
Date Rec/Extracted: 04/04/18-NA
Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 8260C
Matrix: Soil
Initial Vol: 5.34g
Final Vol: NA
Dilution: 0.936
Solids: 83

Units: mg/Kg							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
71-55-6	1,1,1-Trichloroethane	0.0023	U	108-90-7	Chlorobenzene	0.0023	U
79-34-5	1,1,2,2-Tetrachloroethane	0.0023	U	75-00-3	Chloroethane	0.0023	U
76-13-1	1,1,2-Trichloro-1,2,2-trifluor	0.0023	U	67-66-3	Chloroform	0.0023	U
79-00-5	1,1,2-Trichloroethane	0.0023	U	74-87-3	Chloromethane	0.0023	U
75-34-3	1,1-Dichloroethane	0.0023	U	156-59-2	cis-1,2-Dichloroethene	0.0023	U
75-35-4	1,1-Dichloroethene	0.0023	U	10061-01-5	cis-1,3-Dichloropropene	0.0023	U
87-81-6	1,2,3-Trichlorobenzene	0.0023	U	110-82-7	Cyclohexane	0.0023	U
120-82-1	1,2,4-Trichlorobenzene	0.0023	U	124-48-1	Dibromochloromethane	0.0023	U
96-12-8	1,2-Dibromo-3-Chloropropa	0.0023	U	75-71-8	Dichlorodifluoromethane	0.0023	U
106-93-4	1,2-Dibromoethane	0.0011	U	100-41-4	Ethylbenzene	0.0011	U
95-50-1	1,2-Dichlorobenzene	0.0023	U	98-82-8	Isopropylbenzene	0.0011	U
107-06-2	1,2-Dichloroethane	0.0023	U	79601-23-1	m&p-Xylenes	0.0011	U
78-87-5	1,2-Dichloropropane	0.0023	U	79-20-9	Methyl Acetate	0.0023	U
541-73-1	1,3-Dichlorobenzene	0.0023	U	108-87-2	Methylcyclohexane	0.0023	U
106-46-7	1,4-Dichlorobenzene	0.0023	U	75-09-2	Methylene Chloride	0.0023	0.0042
123-91-1	1,4-Dioxane	0.11	U	1634-04-4	Methyl-t-butyl ether	0.0011	U
78-93-3	2-Butanone	0.0023	U	95-47-6	o-Xylene	0.0011	U
591-78-6	2-Hexanone	0.0023	U	100-42-5	Styrene	0.0023	U
108-10-1	4-Methyl-2-Pentanone	0.0023	U	75-65-0	t-Butyl Alcohol	0.011	U
67-64-1	Acetone	0.011	U	127-18-4	Tetrachloroethene	0.0023	U
71-43-2	Benzene	0.0011	U	108-88-3	Toluene	0.0011	U
74-97-5	Bromochloromethane	0.0023	U	156-60-5	trans-1,2-Dichloroethene	0.0023	U
75-27-4	Bromodichloromethane	0.0023	U	10061-02-6	trans-1,3-Dichloropropene	0.0023	U
75-25-2	Bromoform	0.0023	U	79-01-6	Trichloroethene	0.0023	U
74-83-9	Bromomethane	0.0023	U	75-69-4	Trichlorofluoromethane	0.0023	U
75-15-0	Carbon Disulfide	0.0023	U	75-01-4	Vinyl Chloride	0.0023	U
56-23-5	Carbon Tetrachloride	0.0023	U	1330-20-7	Xylenes (Total)	0.0011	U

Worksheet #: 458894

Total Target Concentration 0.0042

ColumnID: (*) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

8040431 0029

SampleID : AD03450-003
 Data File: 6M102610.D
 Acq On : 04/ 5/18 14:22

Operator : SG
 Sam Mult : 1 Vial# : 14
 Misc : S,5g!3

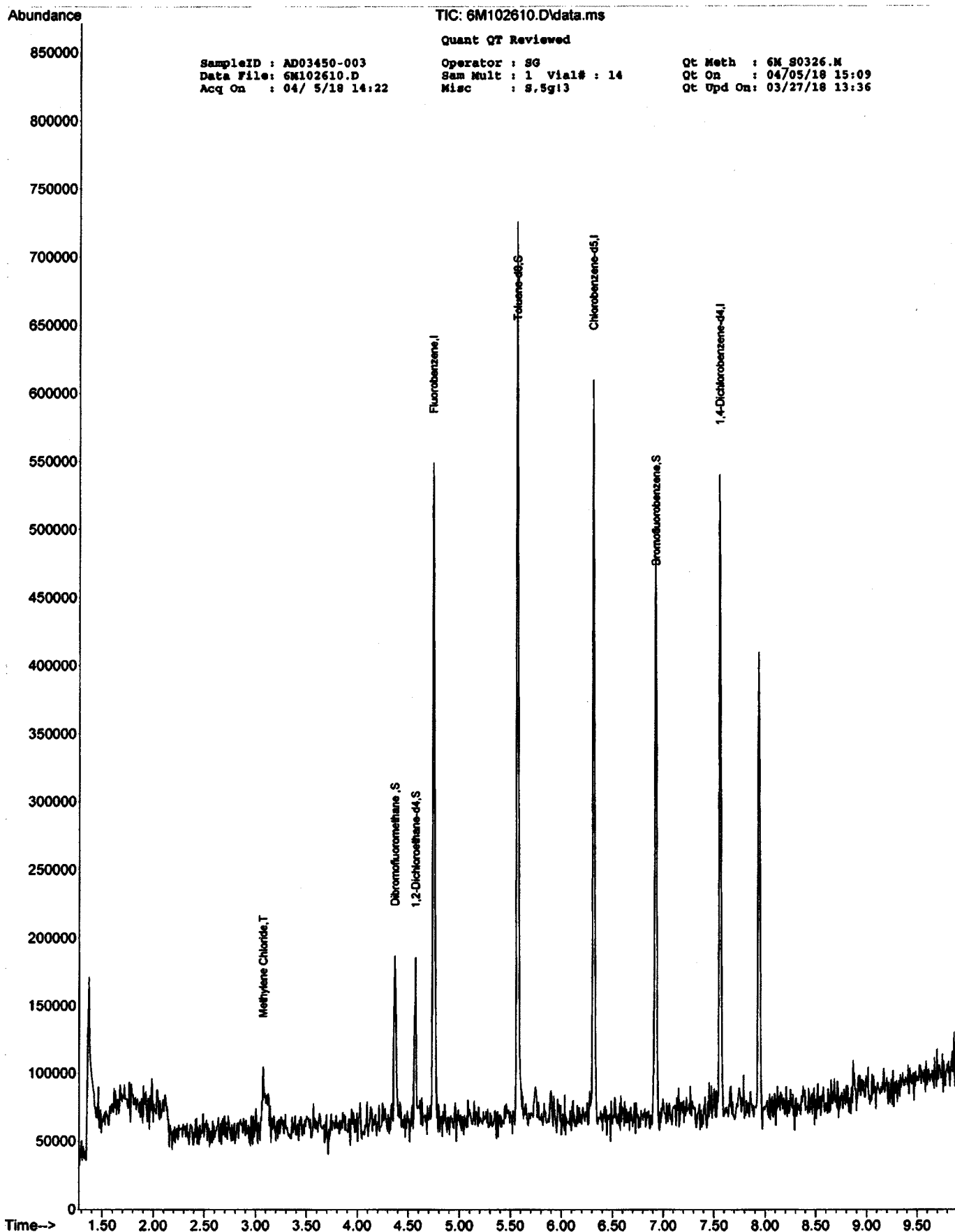
Qt Meth : 6M_S0326.M
 Qt On : 04/05/18 15:09
 Qt Upd On: 03/27/18 13:36

Data Path : G:\GcMsData\2018\GCMS_6\Data\04-05-18\
 Qt Path : G:\GcMsData\2018\GCMS_6\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)

Internal Standards						
4) Fluorobenzene	4.749	96	277755	30.00	ug/l	0.02
52) Chlorobenzene-d5	6.319	117	184823	30.00	ug/l	0.02
70) 1,4-Dichlorobenzene-d4	7.564	152	77646	30.00	ug/l	0.02
System Monitoring Compounds						
37) Dibromofluoromethane	4.369	111	65615	32.47	ug/l	0.02
Spiked Amount 30.000			Recovery	=	108.23%	
39) 1,2-Dichloroethane-d4	4.574	67	30498	33.89	ug/l	0.02
Spiked Amount 30.000			Recovery	=	112.97%	
66) Toluene-d8	5.573	98	279075	29.19	ug/l	0.02
Spiked Amount 30.000			Recovery	=	97.30%	
76) Bromofluorobenzene	6.933	174	72388	30.56	ug/l	0.02
Spiked Amount 30.000			Recovery	=	101.87%	
Target Compounds						
15) Methylene Chloride	3.076	84	19669	3.7631	ug/l	Qvalue 59

(#) = qualifier out of range (m) = manual integration (+) = signals summed



Form1

ORGANICS VOLATILE REPORT

Sample Number: AD03450-005

Client Id: SB02 Grab

Data File: 6M102611.D

Analysis Date: 04/05/18 14:38

Date Rec/Extracted: 04/04/18-NA

Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 8260C

Matrix: Soil

Initial Vol: 5.46g

Final Vol: NA

Dilution: 0.916

Solids: 89

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
71-55-6	1,1,1-Trichloroethane	0.0021	U	108-90-7	Chlorobenzene	0.0021	U
79-34-5	1,1,2,2-Tetrachloroethane	0.0021	U	75-00-3	Chloroethane	0.0021	U
76-13-1	1,1,2-Trichloro-1,2,2-trifluor	0.0021	U	67-66-3	Chloroform	0.0021	U
79-00-5	1,1,2-Trichloroethane	0.0021	U	74-87-3	Chloromethane	0.0021	U
75-34-3	1,1-Dichloroethane	0.0021	U	156-59-2	cis-1,2-Dichloroethene	0.0021	U
75-35-4	1,1-Dichloroethene	0.0021	U	10061-01-5	cis-1,3-Dichloropropene	0.0021	U
87-61-6	1,2,3-Trichlorobenzene	0.0021	U	110-82-7	Cyclohexane	0.0021	U
120-82-1	1,2,4-Trichlorobenzene	0.0021	U	124-48-1	Dibromochloromethane	0.0021	U
96-12-8	1,2-Dibromo-3-Chloropropa	0.0021	U	75-71-8	Dichlorodifluoromethane	0.0021	U
106-93-4	1,2-Dibromoethane	0.0010	U	100-41-4	Ethylbenzene	0.0010	U
95-50-1	1,2-Dichlorobenzene	0.0021	U	98-82-8	Isopropylbenzene	0.0010	U
107-06-2	1,2-Dichloroethane	0.0021	U	79601-23-1	m&p-Xylenes	0.0010	U
78-87-5	1,2-Dichloropropane	0.0021	U	79-20-9	Methyl Acetate	0.0021	U
541-73-1	1,3-Dichlorobenzene	0.0021	U	108-87-2	Methylcyclohexane	0.0021	U
106-46-7	1,4-Dichlorobenzene	0.0021	U	75-09-2	Methylene Chloride	0.0021	U
123-91-1	1,4-Dioxane	0.10	U	1634-04-4	Methyl-t-butyl ether	0.0010	U
78-93-3	2-Butanone	0.0021	U	95-47-6	o-Xylene	0.0010	U
591-78-6	2-Hexanone	0.0021	U	100-42-5	Styrene	0.0021	U
108-10-1	4-Methyl-2-Pentanone	0.0021	U	75-65-0	t-Butyl Alcohol	0.010	U
67-64-1	Acetone	0.010	U	127-18-4	Tetrachloroethene	0.0021	U
71-43-2	Benzene	0.0010	U	108-88-3	Toluene	0.0010	U
74-97-5	Bromochloromethane	0.0021	U	156-60-5	trans-1,2-Dichloroethene	0.0021	U
75-27-4	Bromodichloromethane	0.0021	U	10061-02-6	trans-1,3-Dichloropropene	0.0021	U
75-25-2	Bromoform	0.0021	U	79-01-6	Trichloroethene	0.0021	U
74-83-9	Bromomethane	0.0021	U	75-69-4	Trichlorofluoromethane	0.0021	U
75-15-0	Carbon Disulfide	0.0021	U	75-01-4	Vinyl Chloride	0.0021	U
56-23-5	Carbon Tetrachloride	0.0021	U	1330-20-7	Xylenes (Total)	0.0010	U

Worksheet #: 458894

Total Target Concentration 0

ColumnID: (*) indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

8040431 0032

SampleID : AD03450-005
 Data File: 6M102611.D
 Acq On : 04/ 5/18 14:38

Operator : SG
 Sam Mult : 1 Vial# : 15
 Misc : S,5g13

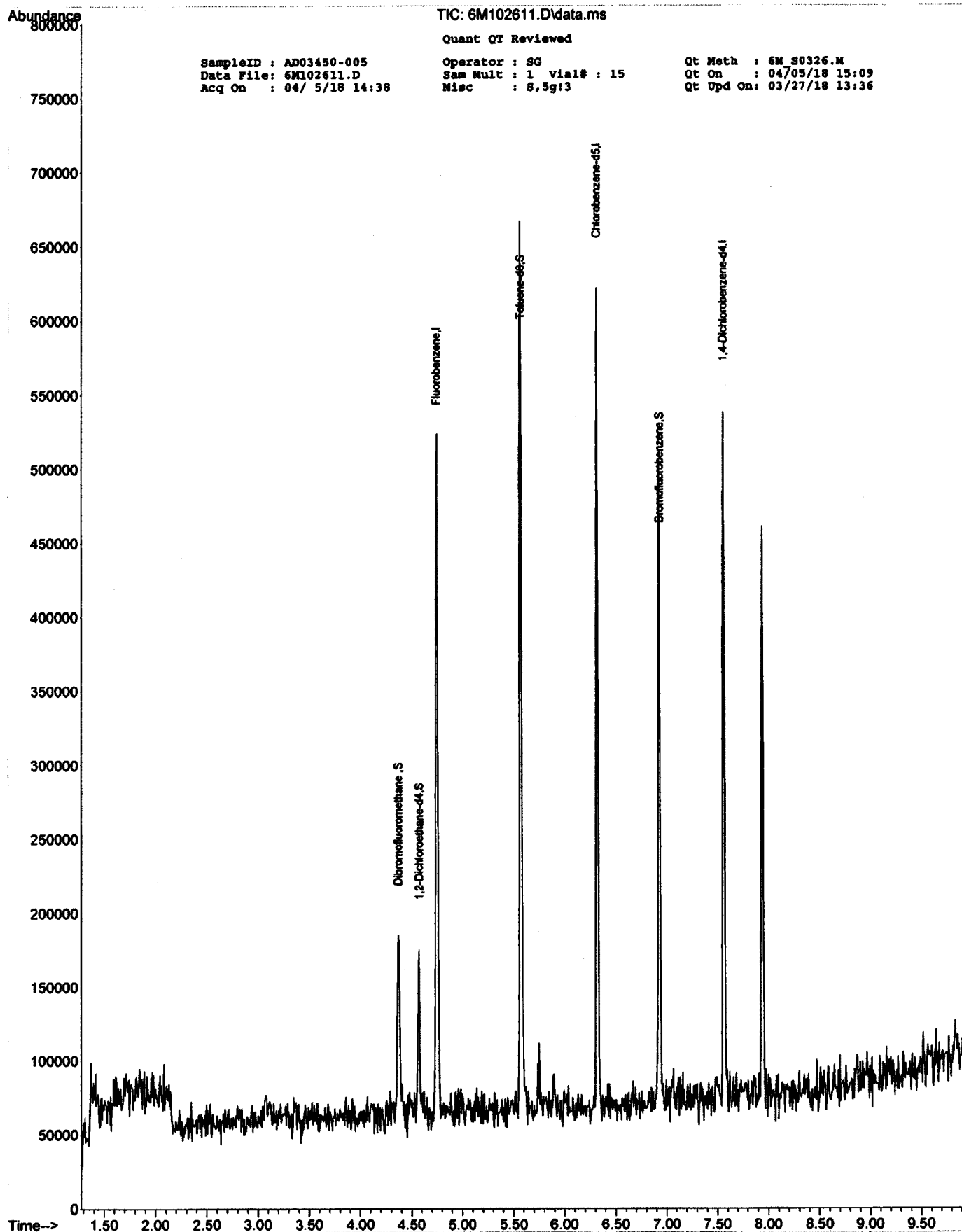
Qt Meth : 6M_S0326.M
 Qt On : 04/05/18 15:09
 Qt Upd On: 03/27/18 13:36

Data Path : G:\GcMsData\2018\GCMS_6\Data\04-05-18\
 Qt Path : G:\GcMsData\2018\GCMS_6\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)

Internal Standards						
4) Fluorobenzene	4.748	96	278031	30.00	ug/l	0.02
52) Chlorobenzene-d5	6.319	117	187459	30.00	ug/l	0.02
70) 1,4-Dichlorobenzene-d4	7.564	152	76879	30.00	ug/l	0.02
System Monitoring Compounds						
37) Dibromofluoromethane	4.369	111	58515	28.93	ug/l	0.02
Spiked Amount 30.000			Recovery	=	96.43%	
39) 1,2-Dichloroethane-d4	4.574	67	28250	31.37	ug/l	0.02
Spiked Amount 30.000			Recovery	=	104.57%	
66) Toluene-d8	5.572	98	259168	26.73	ug/l	0.02
Spiked Amount 30.000			Recovery	=	89.10%	
76) Bromofluorobenzene	6.932	174	83737	35.70	ug/l	0.02
Spiked Amount 30.000			Recovery	=	119.00%	
Target Compounds						Qvalue

(#) = qualifier out of range (m) = manual integration (+) = signals summed



Form1

ORGANICS VOLATILE REPORT

Sample Number: DAILY BLANK

Client Id:

Data File: 6M102596.D

Analysis Date: 04/05/18 10:29

Date Rec/Extracted:

Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 8260C

Matrix: Soil

Initial Vol: 5g

Final Vol: NA

Dilution: 1.00

Solids: 100

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
71-55-6	1,1,1-Trichloroethane	0.0020	U	108-90-7	Chlorobenzene	0.0020	U
79-34-5	1,1,2,2-Tetrachloroethane	0.0020	U	75-00-3	Chloroethane	0.0020	U
76-13-1	1,1,2-Trichloro-1,2,2-trifluor	0.0020	U	67-66-3	Chloroform	0.0020	U
79-00-5	1,1,2-Trichloroethane	0.0020	U	74-87-3	Chloromethane	0.0020	U
75-34-3	1,1-Dichloroethane	0.0020	U	156-59-2	cis-1,2-Dichloroethene	0.0020	U
75-35-4	1,1-Dichloroethene	0.0020	U	10061-01-5	cis-1,3-Dichloropropene	0.0020	U
87-61-6	1,2,3-Trichlorobenzene	0.0020	U	110-82-7	Cyclohexane	0.0020	U
120-82-1	1,2,4-Trichlorobenzene	0.0020	U	124-48-1	Dibromochloromethane	0.0020	U
96-12-8	1,2-Dibromo-3-Chloropropa	0.0020	U	75-71-8	Dichlorodifluoromethane	0.0020	U
106-93-4	1,2-Dibromoethane	0.0010	U	100-41-4	Ethylbenzene	0.0010	U
95-50-1	1,2-Dichlorobenzene	0.0020	U	98-82-8	Isopropylbenzene	0.0010	U
107-06-2	1,2-Dichloroethane	0.0020	U	79601-23-1	m&p-Xylenes	0.0010	U
78-87-5	1,2-Dichloropropane	0.0020	U	79-20-9	Methyl Acetate	0.0020	U
541-73-1	1,3-Dichlorobenzene	0.0020	U	108-87-2	Methylcyclohexane	0.0020	U
106-46-7	1,4-Dichlorobenzene	0.0020	U	75-09-2	Methylene Chloride	0.0020	U
123-91-1	1,4-Dioxane	0.10	U	1634-04-4	Methyl-t-butyl ether	0.0010	U
78-93-3	2-Butanone	0.0020	U	95-47-6	o-Xylene	0.0010	U
591-78-6	2-Hexanone	0.0020	U	100-42-5	Styrene	0.0020	U
108-10-1	4-Methyl-2-Pentanone	0.0020	U	75-65-0	t-Butyl Alcohol	0.010	U
67-64-1	Acetone	0.010	U	127-18-4	Tetrachloroethene	0.0020	U
71-43-2	Benzene	0.0010	U	108-88-3	Toluene	0.0010	U
74-97-5	Bromochloromethane	0.0020	U	156-60-5	trans-1,2-Dichloroethene	0.0020	U
75-27-4	Bromodichloromethane	0.0020	U	10061-02-6	trans-1,3-Dichloropropene	0.0020	U
75-25-2	Bromoform	0.0020	U	79-01-6	Trichloroethene	0.0020	U
74-83-9	Bromomethane	0.0020	U	75-69-4	Trichlorofluoromethane	0.0020	U
75-15-0	Carbon Disulfide	0.0020	U	75-01-4	Vinyl Chloride	0.0020	U
56-23-5	Carbon Tetrachloride	0.0020	U				

Worksheet #: 458894

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used

Chlordane (Total) is sum of α-Chlordane and γ-Chlordane.

SampleID : DAILY BLANK
 Data File: 6M102596.D
 Acq On : 04/ 5/18 10:29

Operator : SG
 Sam Mult : 1 Vial# : 8
 Misc : S,5g

Qt Meth : 6M S0300.M
 Qt On : 04/05/18 11:26
 Qt Upd On: 03/27/18 13:36

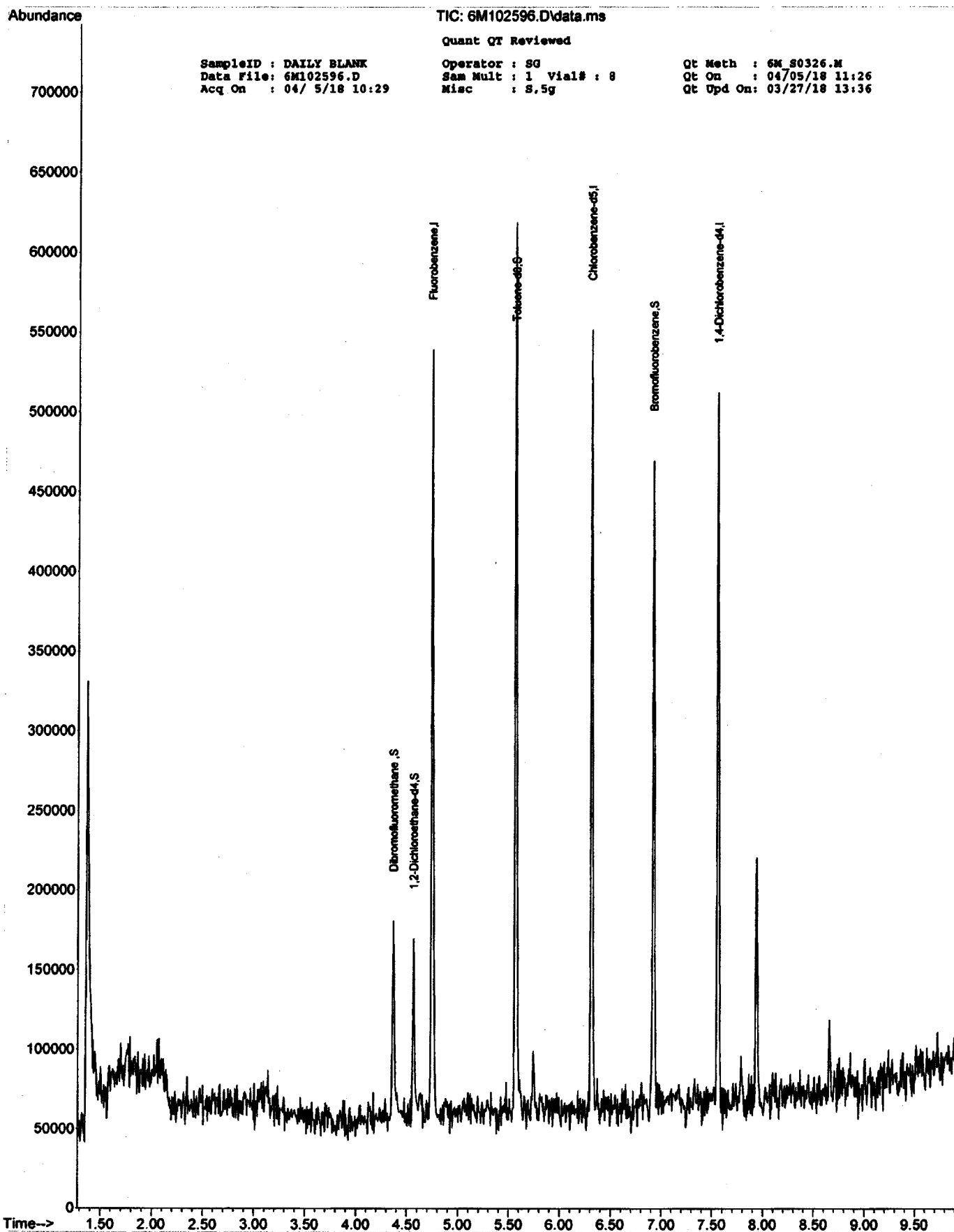
8040431 0035

Data Path : G:\GcMsData\2018\GCMS_6\Data\04-05-18\
 Qt Path : G:\GcMsData\2018\GCMS_6\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)

Internal Standards						
4) Fluorobenzene	4.749	96	261222	30.00	ug/l	0.02
52) Chlorobenzene-d5	6.319	117	152731	30.00	ug/l	0.02
70) 1,4-Dichlorobenzene-d4	7.565	152	80734	30.00	ug/l	0.02
System Monitoring Compounds						
37) Dibromofluoromethane	4.370	111	48080	25.30	ug/l	0.02
Spiked Amount 30.000			Recovery	=	84.33%	
39) 1,2-Dichloroethane-d4	4.568	67	22881	27.04	ug/l	0.02
Spiked Amount 30.000			Recovery	=	90.13%	
66) Toluene-d8	5.573	98	253186	32.05	ug/l	0.02
Spiked Amount 30.000			Recovery	=	106.83%	
76) Bromofluorobenzene	6.927	174	64965	26.38	ug/l	0.01
Spiked Amount 30.000			Recovery	=	87.93%	
Target Compounds						Qvalue

(#) = qualifier out of range (m) = manual integration (+) = signals summed



FORM2

Surrogate Recovery

Method: EPA 8260C

Dfile	Sample#	Matrix	Date/Time	Surr Dil	Dilute Out Flag	Column1 S1 Recov	Column1 S2 Recov	Column1 S3 Recov	Column1 S4 Recov	Column0 S5 Recov	Column0 S6 Recov
6M102389.D	DAILY BLANK	S	03/30/18 09:34	1		83	103	98	101		
6M102596.D	DAILY BLANK	S	04/05/18 10:29	1		84	90	107	88		
6M102609.D	DAD03450-001	S	04/05/18 14:05	1		94	103	98	108		
6M102610.D	DAD03450-003	S	04/05/18 14:22	1		108	113	97	102		
6M102611.D	DAD03450-005	S	04/05/18 14:38	1		96	105	89	119		
6M102418.D	MBS67568	S	03/30/18 17:40	1		100	111	98	95		
6M102425.D	DAD03318-001	S	03/30/18 19:36	1		90	107	107	112		
6M102597.D	MBS68178	S	04/05/18 10:45	1		103	92	109	107		
6M102601.D	DAD03318-001(MS)	S	04/05/18 11:52	1		107	114	89	95		
6M102603.D	DAD03318-001(MSD)	S	04/05/18 12:25	1		101	96	102	100		

Flags: SD=Surrogate diluted out

*=Surrogate out

Method: EPA 8260C

Soil Laboratory Limits

Compound	Spike Amt	Limits
S1=Dibromofluoromethane	30	63-140
S2=1,2-Dichloroethane-d4	30	63-143
S3=Toluene-d8	30	68-122
S4=Bromofluorobenzene	30	64-129

Form3
Recovery Data Laboratory Limits
QC Batch: MBS67568

Data File	Sample ID:	Analysis Date					
Spike or Dup: 6M102418.D	MBS67568	3/30/2018 5:40:00 PM					
Non Spike(If applicable):							
Inst Blank(If applicable):							
Method: 8260C	Matrix: Soil	QC Type: MBS					
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	61.9709	0	50	124	20	130
Dichlorodifluoromethane	1	42.0473	0	50	84	20	130
Chloromethane	1	40.985	0	50	82	20	130
Bromomethane	1	40.1463	0	50	80	20	130
Vinyl Chloride	1	45.4425	0	50	91	20	130
Chloroethane	1	34.8011	0	50	70	20	130
Trichlorofluoromethane	1	38.4712	0	50	77	20	130
Ethyl ether	1	35.8263	0	50	72	50	130
Furan	1	44.1299	0	50	88	50	130
1,1,2-Trichloro-1,2,2-trifluoroethane	1	34.8243	0	50	70	50	130
Methylene Chloride	1	35.5396	0	50	71	50	130
Acrolein	1	187.6787	0	200	94	20	130
Acrylonitrile	1	40.3683	0	50	81	20	130
Iodomethane	1	25.2675	0	50	51	50	130
Acetone	1	182.4946	0	200	91	20	130
Carbon Disulfide	1	24.8919	0	50	50	50	130
t-Butyl Alcohol	1	194.3702	0	200	97	20	130
n-Hexane	1	39.1975	0	50	78	50	130
Di-isopropyl-ether	1	35.568	0	50	71	50	130
1,1-Dichloroethene	1	35.8995	0	50	72	50	130
Methyl Acetate	1	30.8784	0	50	62	50	130
Methyl-t-butyl ether	1	29.4005	0	50	59	50	130
1,1-Dichloroethane	1	42.1679	0	50	84	50	130
trans-1,2-Dichloroethene	1	35.6287	0	50	71	50	130
Ethyl-t-butyl ether	1	37.2179	0	50	74	50	130
cis-1,2-Dichloroethene	1	36.8416	0	50	74	50	130
Bromochloromethane	1	38.9178	0	50	78	50	130
2,2-Dichloropropane	1	37.397	0	50	75	50	130
Ethyl acetate	1	35.5732	0	50	71	50	130
1,4-Dioxane	1	1879.792	0	2500	75	50	130
1,1-Dichloropropene	1	35.6463	0	50	71	50	130
Chloroform	1	36.2806	0	50	73	50	130
Cyclohexane	1	40.6377	0	50	81	50	130
1,2-Dichloroethane	1	34.2611	0	50	69	50	130
2-Butanone	1	50.9895	0	50	102	20	130
1,1,1-Trichloroethane	1	35.1743	0	50	70	50	130
Carbon Tetrachloride	1	35.4381	0	50	71	50	130
Vinyl Acetate	1	33.9923	0	50	68	50	130
Bromodichloromethane	1	35.1511	0	50	70	50	130
Methylcyclohexane	1	44.2549	0	50	89	50	130
Dibromomethane	1	34.7452	0	50	69	50	130
1,2-Dichloropropane	1	33.2658	0	50	67	50	130
Trichloroethene	1	36.3726	0	50	73	50	130
Benzene	1	34.544	0	50	69	50	130
tert-Amyl methyl ether	1	37.9544	0	50	76	50	130
Iso-propylacetate	1	32.9266	0	50	66	50	130
Methyl methacrylate	1	31.8385	0	50	64	50	130
Dibromochloromethane	1	21.4983	0	50	43*	50	130
2-Chloroethylvinylether	1	32.314	0	50	65	50	130
cis-1,3-Dichloropropene	1	32.6762	0	50	65	50	130
trans-1,3-Dichloropropene	1	31.6661	0	50	63	50	130
Ethyl methacrylate	1	29.4422	0	50	59	50	130
1,1,2-Trichloroethane	1	29.904	0	50	60	50	130
1,2-Dibromoethane	1	27.0205	0	50	54	50	130
1,3-Dichloropropane	1	32.4731	0	50	65	50	130
4-Methyl-2-Pentanone	1	33.3973	0	50	67	20	130
2-Hexanone	1	34.621	0	50	69	20	130
Tetrachloroethene	1	33.9527	0	50	68	50	130
Toluene	1	31.5879	0	50	63	50	130
1,1,1,2-Tetrachloroethane	1	32.2772	0	50	65	50	130
Chlorobenzene	1	32.4693	0	50	65	50	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits

QC Batch: MBS67568

n-Butyl acrylate	1	27.7698	0	50	56	50	130
n-Amyl acetate	1	30.2409	0	50	60	50	130
Bromoform	1	22.9701	0	50	46	20	130
Ethylbenzene	1	27.291	0	50	55	50	130
1,1,2,2-Tetrachloroethane	1	33.3071	0	50	67	50	130
Styrene	1	34.169	0	50	68	50	130
m&p-Xylenes	1	58.4563	0	100	58	50	130
o-Xylene	1	31.2928	0	50	63	50	130
trans-1,4-Dichloro-2-butene	1	33.2745	0	50	67	20	130
1,3-Dichlorobenzene	1	34.9013	0	50	70	50	130
1,4-Dichlorobenzene	1	33.0293	0	50	66	50	130
1,2-Dichlorobenzene	1	37.1289	0	50	74	50	130
Isopropylbenzene	1	31.3805	0	50	63	50	130
Cyclohexanone	1	142.0807	0	250	57	50	130
Camphene	1	31.0588	0	50	62	50	130
1,2,3-Trichloropropane	1	30.6145	0	50	61	50	130
2-Chlorotoluene	1	35.1323	0	50	70	50	130
p-Ethyltoluene	1	40.117	0	50	80	50	130
4-Chlorotoluene	1	34.8409	0	50	70	50	130
n-Propylbenzene	1	26.6548	0	50	53	50	130
Bromobenzene	1	32.9833	0	50	66	50	130
1,3,5-Trimethylbenzene	1	28.6156	0	50	57	50	130
Butyl methacrylate	1	28.2235	0	50	56	50	130
t-Butylbenzene	1	31.0885	0	50	62	50	130
1,2,4-Trimethylbenzene	1	28.0566	0	50	56	50	130
sec-Butylbenzene	1	35.1995	0	50	70	50	130
4-Isopropyltoluene	1	26.6104	0	50	53	50	130
n-Butylbenzene	1	35.6721	0	50	71	50	130
p-Diethylbenzene	1	38.1773	0	50	76	50	130
1,2,4,5-Tetramethylbenzene	1	37.822	0	50	76	50	130
1,2-Dibromo-3-Chloropropane	1	23.5333	0	50	47*	50	130
Camphor	1	320.8068	0	500	64	50	130
Hexachlorobutadiene	1	33.4633	0	50	67	50	130
1,2,4-Trichlorobenzene	1	35.7394	0	50	71	50	130
1,2,3-Trichlorobenzene	1	31.7415	0	50	63	50	130
Naphthalene	1	31.9514	0	50	64	50	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
 QC Batch: MBS68178

Data File		Sample ID:		Analysis Date			
Spike or Dup: 6M102597.D		MBS68178		4/5/2018 10:45:00 AM			
Non Spike(If applicable):							
Inst Blank(If applicable):							
Method: 8260C		Matrix: Soil		QC Type: MBS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	47.3941	0	50	95	20	130
Dichlorodifluoromethane	1	42.1394	0	50	84	20	130
Chloromethane	1	48.2624	0	50	97	20	130
Bromomethane	1	46.9332	0	50	94	20	130
Vinyl Chloride	1	50.8356	0	50	102	20	130
Chloroethane	1	41.6371	0	50	83	20	130
Trichlorofluoromethane	1	47.2959	0	50	95	20	130
Ethyl ether	1	41.3835	0	50	83	50	130
Furan	1	51.8168	0	50	104	50	130
1,1,2-Trichloro-1,2,2-trifluoroethane	1	42.0319	0	50	84	50	130
Methylene Chloride	1	38.3906	0	50	77	50	130
Acrolein	1	215.2482	0	200	108	20	130
Acrylonitrile	1	35.8264	0	50	72	20	130
Iodomethane	1	26.2518	0	50	53	50	130
Acetone	1	136.0361	0	200	68	20	130
Carbon Disulfide	1	28.8265	0	50	58	50	130
t-Butyl Alcohol	1	164.4508	0	200	82	20	130
n-Hexane	1	39.8242	0	50	80	50	130
Di-isopropyl-ether	1	37.1949	0	50	74	50	130
1,1-Dichloroethene	1	40.1978	0	50	80	50	130
Methyl Acetate	1	25.4481	0	50	51	50	130
Methyl-t-butyl ether	1	31.6509	0	50	63	50	130
1,1-Dichloroethane	1	42.5147	0	50	85	50	130
trans-1,2-Dichloroethene	1	33.9223	0	50	68	50	130
Ethyl-t-butyl ether	1	37.6597	0	50	75	50	130
cis-1,2-Dichloroethene	1	38.2523	0	50	77	50	130
Bromochloromethane	1	41.1589	0	50	82	50	130
2,2-Dichloropropane	1	37.2906	0	50	75	50	130
Ethyl acetate	1	36.386	0	50	73	50	130
1,4-Dioxane	1	1976.797	0	2500	79	50	130
1,1-Dichloropropene	1	36.7954	0	50	74	50	130
Chloroform	1	38.4436	0	50	77	50	130
Cyclohexane	1	38.6143	0	50	77	50	130
1,2-Dichloroethane	1	37.2114	0	50	74	50	130
2-Butanone	1	34.8648	0	50	70	20	130
1,1,1-Trichloroethane	1	35.2737	0	50	71	50	130
Carbon Tetrachloride	1	38.4738	0	50	77	50	130
Vinyl Acetate	1	37.0457	0	50	74	50	130
Bromodichloromethane	1	38.1614	0	50	76	50	130
Methylcyclohexane	1	42.15	0	50	84	50	130
Dibromomethane	1	40.2503	0	50	81	50	130
1,2-Dichloropropane	1	35.2314	0	50	70	50	130
Trichloroethene	1	35.9031	0	50	72	50	130
Benzene	1	35.007	0	50	70	50	130
tert-Amyl methyl ether	1	37.5226	0	50	75	50	130
Iso-propylacetate	1	37.6144	0	50	75	50	130
Methyl methacrylate	1	36.3595	0	50	73	50	130
Dibromochloromethane	1	26.8971	0	50	54	50	130
2-Chloroethylvinylether	1	28.3105	0	50	57	50	130
cis-1,3-Dichloropropene	1	38.5454	0	50	77	50	130
trans-1,3-Dichloropropene	1	38.3726	0	50	77	50	130
Ethyl methacrylate	1	33.2161	0	50	66	50	130
1,1,2-Trichloroethane	1	35.9618	0	50	72	50	130
1,2-Dibromoethane	1	32.1209	0	50	64	50	130
1,3-Dichloropropane	1	38.2493	0	50	76	50	130
4-Methyl-2-Pentanone	1	31.3153	0	50	63	20	130
2-Hexanone	1	38.3886	0	50	77	20	130
Tetrachloroethene	1	46.0442	0	50	92	50	130
Toluene	1	36.3997	0	50	73	50	130
1,1,1,2-Tetrachloroethane	1	37.2598	0	50	75	50	130
Chlorobenzene	1	40.4518	0	50	81	50	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3

Recovery Data Laboratory Limits

QC Batch: MBS68178

n-Butyl acrylate	1	26.4147	0	50	53	50	130
n-Amyl acetate	1	27.712	0	50	55	50	130
Bromoform	1	26.1211	0	50	52	20	130
Ethylbenzene	1	26.8367	0	50	54	50	130
1,1,2,2-Tetrachloroethane	1	34.6078	0	50	69	50	130
Styrene	1	34.7837	0	50	70	50	130
m&p-Xylenes	1	54.8443	0	100	55	50	130
o-Xylene	1	29.3268	0	50	59	50	130
trans-1,4-Dichloro-2-butene	1	30.5143	0	50	61	20	130
1,3-Dichlorobenzene	1	35.5718	0	50	71	50	130
1,4-Dichlorobenzene	1	35.178	0	50	70	50	130
1,2-Dichlorobenzene	1	34.5492	0	50	69	50	130
Isopropylbenzene	1	31.4821	0	50	63	50	130
Cyclohexanone	1	151.1949	0	250	60	50	130
Camphene	1	29.7772	0	50	60	50	130
1,2,3-Trichloropropane	1	34.9799	0	50	70	50	130
2-Chlorotoluene	1	33.0055	0	50	66	50	130
p-Ethyltoluene	1	35.95	0	50	72	50	130
4-Chlorotoluene	1	37.3538	0	50	75	50	130
n-Propylbenzene	1	26.3768	0	50	53	50	130
Bromobenzene	1	33.1694	0	50	66	50	130
1,3,5-Trimethylbenzene	1	34.0913	0	50	68	50	130
Butyl methacrylate	1	28.7079	0	50	57	50	130
t-Butylbenzene	1	30.2423	0	50	60	50	130
1,2,4-Trimethylbenzene	1	26.9839	0	50	54	50	130
sec-Butylbenzene	1	33.3656	0	50	67	50	130
4-Isopropyltoluene	1	25.7703	0	50	52	50	130
n-Butylbenzene	1	34.3331	0	50	69	50	130
p-Diethylbenzene	1	38.1747	0	50	76	50	130
1,2,4,5-Tetramethylbenzene	1	36.9442	0	50	74	50	130
1,2-Dibromo-3-Chloropropane	1	18.8603	0	50	38*	50	130
Camphor	1	158.7233	0	500	32*	50	130
Hexachlorobutadiene	1	32.8405	0	50	66	50	130
1,2,4-Trichlorobenzene	1	33.58	0	50	67	50	130
1,2,3-Trichlorobenzene	1	32.5349	0	50	65	50	130
Naphthalene	1	28.6168	0	50	57	50	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
 QC Batch: MBS68178

Data File		Sample ID:		Analysis Date			
Spike or Dup: 6M102601.D		AD03318-001(MS)		4/5/2018 11:52:00 AM			
Non Spike(If applicable): 6M102425.D		AD03318-001		3/30/2018 7:36:00 PM			
Inst Blank(If applicable):							
Method: 8260C		Matrix: Soil		QC Type: MS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	25.3187	0	50	51	20	130
Dichlorodifluoromethane	1	37.0008	0	50	74	20	130
Chloromethane	1	44.0572	0	50	88	20	130
Bromomethane	1	39.3959	0	50	79	20	130
Vinyl Chloride	1	27.956	0	50	56	20	130
Chloroethane	1	22.318	0	50	45	20	130
Trichlorofluoromethane	1	15.9185	0	50	32	20	130
Ethyl ether	1	31.2835	0	50	63	50	130
Furan	1	23.535	0	50	47*	50	130
1,1,2-Trichloro-1,2,2-trifluoroethane	1	27.4291	0	50	55	50	130
Methylene Chloride	1	20.1345	0	50	40*	50	130
Acrolein	1	78.2504	0	200	39	20	130
Acrylonitrile	1	14.8897	0	50	30	20	130
Iodomethane	1	12.5085	0	50	25*	50	130
Acetone	1	121.0809	0	200	61	20	130
Carbon Disulfide	1	13.2386	0	50	26*	50	130
t-Butyl Alcohol	1	95.6234	0	200	48	20	130
n-Hexane	1	24.4013	0	50	49*	50	130
Di-isopropyl-ether	1	37.2027	0	50	74	50	130
1,1-Dichloroethene	1	17.5386	0	50	35*	50	130
Methyl Acetate	1	24.4617	0	50	49*	50	130
Methyl-t-butyl ether	1	29.8954	0	50	60	50	130
1,1-Dichloroethane	1	23.3898	0	50	47*	50	130
trans-1,2-Dichloroethene	1	28.8338	0	50	58	50	130
Ethyl-t-butyl ether	1	37.6897	0	50	75	50	130
cis-1,2-Dichloroethene	1	35.9867	0	50	72	50	130
Bromochloromethane	1	18.9863	0	50	38*	50	130
2,2-Dichloropropane	1	35.8902	0	50	72	50	130
Ethyl acetate	1	29.6341	0	50	59	50	130
1,4-Dioxane	1	2003.506	0	2500	80	50	130
1,1-Dichloropropene	1	33.8015	0	50	68	50	130
Chloroform	1	36.3684	0	50	73	50	130
Cyclohexane	1	30.8134	0	50	62	50	130
1,2-Dichloroethane	1	37.1702	0	50	74	50	130
2-Butanone	1	47.6891	0	50	95	20	130
1,1,1-Trichloroethane	1	32.9643	0	50	66	50	130
Carbon Tetrachloride	1	31.603	0	50	63	50	130
Vinyl Acetate	1	36.268	0	50	73	50	130
Bromodichloromethane	1	38.998	0	50	78	50	130
Methylcyclohexane	1	26.4398	0	50	53	50	130
Dibromomethane	1	43.5575	0	50	87	50	130
1,2-Dichloropropane	1	34.7065	0	50	69	50	130
Trichloroethene	1	34.2785	0	50	69	50	130
Benzene	1	34.5385	0	50	69	50	130
tert-Amyl methyl ether	1	37.5856	0	50	75	50	130
Iso-propylacetate	1	30.8791	0	50	62	50	130
Methyl methacrylate	1	30.0796	0	50	60	50	130
Dibromochloromethane	1	21.2438	0	50	42*	50	130
2-Chloroethylvinylether	1	26.2779	0	50	53	50	130
cis-1,3-Dichloropropene	1	31.3624	0	50	63	50	130
trans-1,3-Dichloropropene	1	31.5324	0	50	63	50	130
Ethyl methacrylate	1	25.6115	0	50	51	50	130
1,1,2-Trichloroethane	1	30.1234	0	50	60	50	130
1,2-Dibromoethane	1	25.8645	0	50	52	50	130
1,3-Dichloropropane	1	34.1212	0	50	68	50	130
4-Methyl-2-Pentanone	1	28.0954	0	50	56	20	130
2-Hexanone	1	27.7508	0	50	56	20	130
Tetrachloroethene	1	28.3421	0	50	57	50	130
Toluene	1	28.6712	0	50	57	50	130
1,1,1,2-Tetrachloroethane	1	29.4459	0	50	59	50	130
Chlorobenzene	1	29.431	0	50	59	50	130

* - Indicates outside of limits

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Form3
Recovery Data Laboratory Limits

QC Batch: MBS68178

n-Butyl acrylate	1	23.9537	0	50	48*	50	130
n-Amyl acetate	1	17.9419	0	50	36*	50	130
Bromoform	1	25.5251	0	50	51	20	130
Ethylbenzene	1	25.2772	0	50	51	50	130
1,1,2,2-Tetrachloroethane	1	31.5437	0	50	63	50	130
Styrene	1	33.2642	0	50	67	50	130
m&p-Xylenes	1	53.0662	0	100	53	50	130
o-Xylene	1	29.5906	0	50	59	50	130
trans-1,4-Dichloro-2-butene	1	18.5449	0	50	37	20	130
1,3-Dichlorobenzene	1	28.1813	0	50	56	50	130
1,4-Dichlorobenzene	1	28.2302	0	50	56	50	130
1,2-Dichlorobenzene	1	30.197	0	50	60	50	130
Isopropylbenzene	1	25.9267	0	50	52	50	130
Cyclohexanone	1	76.0443	0	250	30*	50	130
Camphene	1	16.5476	0	50	33*	50	130
1,2,3-Trichloropropane	1	29.7841	0	50	60	50	130
2-Chlorotoluene	1	28.3329	0	50	57	50	130
p-Ethyltoluene	1	30.6928	0	50	61	50	130
4-Chlorotoluene	1	28.5364	0	50	57	50	130
n-Propylbenzene	1	20.1746	0	50	40*	50	130
Bromobenzene	1	31.2248	0	50	62	50	130
1,3,5-Trimethylbenzene	1	23.5572	0	50	47*	50	130
Butyl methacrylate	1	21.3673	0	50	43*	50	130
t-Butylbenzene	1	22.3708	0	50	45*	50	130
1,2,4-Trimethylbenzene	1	22.6004	0	50	45*	50	130
sec-Butylbenzene	1	21.6069	0	50	43*	50	130
4-Isopropyltoluene	1	17.3963	0	50	35*	50	130
n-Butylbenzene	1	21.113	0	50	42*	50	130
p-Diethylbenzene	1	25.7233	0	50	51	50	130
1,2,4,5-Tetramethylbenzene	1	24.9838	0	50	50	50	130
1,2-Dibromo-3-Chloropropane	1	25.1949	0	50	50	50	130
Camphor	1	174.8371	0	500	35*	50	130
Hexachlorobutadiene	1	12.6529	0	50	25*	50	130
1,2,4-Trichlorobenzene	1	20.6331	0	50	41*	50	130
1,2,3-Trichlorobenzene	1	21.5022	0	50	43*	50	130
Naphthalene	1	22.9559	0	50	46*	50	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
 QC Batch: MBS68178

Data File		Sample ID:		Analysis Date			
Spike or Dup: 6M102603.D		AD03318-001(MSD)		4/5/2018 12:25:00 PM			
Non Spike(If applicable): 6M102425.D		AD03318-001		3/30/2018 7:36:00 PM			
Inst Blank(If applicable):							
Method: 8260C		Matrix: Soil		QC Type: MSD			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Chlorodifluoromethane	1	26.631	0	50	53	20	130
Dichlorodifluoromethane	1	18.5175	0	50	37	20	130
Chloromethane	1	18.8177	0	50	38	20	130
Bromomethane	1	39.9284	0	50	80	20	130
Vinyl Chloride	1	43.6009	0	50	87	20	130
Chloroethane	1	13.7905	0	50	28	20	130
Trichlorofluoromethane	1	15.647	0	50	31	20	130
Ethyl ether	1	32.1567	0	50	64	50	130
Furan	1	24.9166	0	50	50	50	130
1,1,2-Trichloro-1,2,2-trifluoroethane	1	27.5342	0	50	55	50	130
Methylene Chloride	1	18.6388	0	50	37*	50	130
Acrolein	1	69.427	0	200	35	20	130
Acrylonitrile	1	13.5431	0	50	27	20	130
Iodomethane	1	11.6942	0	50	23*	50	130
Acetone	1	144.0797	0	200	72	20	130
Carbon Disulfide	1	11.1817	0	50	22*	50	130
t-Butyl Alcohol	1	165.7719	0	200	83	20	130
n-Hexane	1	22.5911	0	50	45*	50	130
Di-isopropyl-ether	1	32.0363	0	50	64	50	130
1,1-Dichloroethene	1	17.2735	0	50	35*	50	130
Methyl Acetate	1	27.6681	0	50	55	50	130
Methyl-t-butyl ether	1	28.1213	0	50	56	50	130
1,1-Dichloroethane	1	24.6887	0	50	49*	50	130
trans-1,2-Dichloroethene	1	27.4183	0	50	55	50	130
Ethyl-t-butyl ether	1	34	0	50	68	50	130
cis-1,2-Dichloroethene	1	33.1914	0	50	66	50	130
Bromochloromethane	1	20.5241	0	50	41*	50	130
2,2-Dichloropropane	1	32.3158	0	50	65	50	130
Ethyl acetate	1	23.297	0	50	47*	50	130
1,4-Dioxane	1	1598.632	0	2500	64	50	130
1,1-Dichloropropene	1	30.2563	0	50	61	50	130
Chloroform	1	33.7593	0	50	68	50	130
Cyclohexane	1	28.3539	0	50	57	50	130
1,2-Dichloroethane	1	31.1995	0	50	62	50	130
2-Butanone	1	29.8979	0	50	60	20	130
1,1,1-Trichloroethane	1	29.6793	0	50	59	50	130
Carbon Tetrachloride	1	30.38	0	50	61	50	130
Vinyl Acetate	1	28.1655	0	50	56	50	130
Bromodichloromethane	1	33.1266	0	50	66	50	130
Methylcyclohexane	1	26.7986	0	50	54	50	130
Dibromomethane	1	34.3198	0	50	69	50	130
1,2-Dichloropropane	1	30.5819	0	50	61	50	130
Trichloroethene	1	32.589	0	50	65	50	130
Benzene	1	31.5901	0	50	63	50	130
tert-Amyl methyl ether	1	33.4668	0	50	67	50	130
Iso-propylacetate	1	24.6771	0	50	49*	50	130
Methyl methacrylate	1	39.665	0	50	79	50	130
Dibromochloromethane	1	24.0962	0	50	48*	50	130
2-Chloroethylvinylether	1	28.0385	0	50	56	50	130
cis-1,3-Dichloropropene	1	31.9902	0	50	64	50	130
trans-1,3-Dichloropropene	1	30.3806	0	50	61	50	130
Ethyl methacrylate	1	22.5181	0	50	45*	50	130
1,1,2-Trichloroethane	1	29.9736	0	50	60	50	130
1,2-Dibromoethane	1	24.9903	0	50	50	50	130
1,3-Dichloropropane	1	29.6492	0	50	59	50	130
4-Methyl-2-Pentanone	1	29.12	0	50	58	20	130
2-Hexanone	1	26.4592	0	50	53	20	130
Tetrachloroethene	1	28.1891	0	50	56	50	130
Toluene	1	27.4747	0	50	55	50	130
1,1,1,2-Tetrachloroethane	1	30.7072	0	50	61	50	130
Chlorobenzene	1	29.3866	0	50	59	50	130

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Form3
Recovery Data Laboratory Limits

QC Batch: MBS68178

n-Butyl acrylate	1	16.8964	0	50	34*	50	130
n-Amyl acetate	1	14.5191	0	50	29*	50	130
Bromoform	1	25.2245	0	50	50	20	130
Ethylbenzene	1	21.6012	0	50	43*	50	130
1,1,2,2-Tetrachloroethane	1	27.1679	0	50	54	50	130
Styrene	1	30.0352	0	50	60	50	130
m&p-Xylenes	1	48.7809	0	100	49*	50	130
o-Xylene	1	27.2967	0	50	55	50	130
trans-1,4-Dichloro-2-butene	1	16.6836	0	50	33	20	130
1,3-Dichlorobenzene	1	27.3228	0	50	55	50	130
1,4-Dichlorobenzene	1	26.0794	0	50	52	50	130
1,2-Dichlorobenzene	1	26.8076	0	50	54	50	130
Isopropylbenzene	1	24.293	0	50	49*	50	130
Cyclohexanone	1	93.0808	0	250	37*	50	130
Camphene	1	15.8955	0	50	32*	50	130
1,2,3-Trichloropropane	1	29.6218	0	50	59	50	130
2-Chlorotoluene	1	28.0896	0	50	56	50	130
p-Ethyltoluene	1	29.2683	0	50	59	50	130
4-Chlorotoluene	1	27.0284	0	50	54	50	130
n-Propylbenzene	1	19.0067	0	50	38*	50	130
Bromobenzene	1	27.6232	0	50	55	50	130
1,3,5-Trimethylbenzene	1	22.5291	0	50	45*	50	130
Butyl methacrylate	1	22.2781	0	50	45*	50	130
t-Butylbenzene	1	22.4102	0	50	45*	50	130
1,2,4-Trimethylbenzene	1	20.1274	0	50	40*	50	130
sec-Butylbenzene	1	21.555	0	50	43*	50	130
4-Isopropyltoluene	1	16.8402	0	50	34*	50	130
n-Butylbenzene	1	19.5275	0	50	39*	50	130
p-Diethylbenzene	1	23.3103	0	50	47*	50	130
1,2,4,5-Tetramethylbenzene	1	23.9349	0	50	48*	50	130
1,2-Dibromo-3-Chloropropane	1	18.3982	0	50	37*	50	130
Camphor	1	206.8119	0	500	41*	50	130
Hexachlorobutadiene	1	13.5558	0	50	27*	50	130
1,2,4-Trichlorobenzene	1	20.0502	0	50	40*	50	130
1,2,3-Trichlorobenzene	1	17.5649	0	50	35*	50	130
Naphthalene	1	19.5579	0	50	39*	50	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3

RPD Data Laboratory Limits

QC Batch: MBS68178

Data File	Sample ID:	Analysis Date
Spike or Dup: 6M102603.D	AD03318-001(MSD)	4/5/2018 12:25:00 PM
Duplicate(If applicable): 6M102601.D	AD03318-001(MS)	4/5/2018 11:52:00 AM
Inst Blank(If applicable):		

Method: 8260C

Matrix: Soil

QC Type: MSD

Analyte:	Column	Dup/MSD/MBSD Conc	Sample/MS/MBSD Conc	RPD	Limit
Chlorodifluoromethane	1	26.631	25.3187	5.1	30
Dichlorodifluoromethane	1	18.5175	37.0008	67*	30
Chloromethane	1	18.8177	44.0572	80*	30
Bromomethane	1	39.9284	39.3959	1.3	30
Vinyl Chloride	1	43.6009	27.956	44*	40
Chloroethane	1	13.7905	22.318	47*	30
Trichlorofluoromethane	1	15.647	15.9185	1.7	30
Ethyl ether	1	32.1567	31.2835	2.8	30
Furan	1	24.9166	23.535	5.7	30
1,1,2-Trichloro-1,2,2-trifluoroethane	1	27.5342	27.4291	0.38	30
Methylene Chloride	1	18.6388	20.1345	7.7	30
Acrolein	1	69.427	78.2504	12	30
Acrylonitrile	1	13.5431	14.8897	9.5	30
Iodomethane	1	11.6942	12.5085	6.7	30
Acetone	1	144.0797	121.0809	17	30
Carbon Disulfide	1	11.1817	13.2386	17	30
t-Butyl Alcohol	1	165.7719	95.6234	54*	30
n-Hexane	1	22.5911	24.4013	7.7	30
Di-isopropyl-ether	1	32.0363	37.2027	15	30
1,1-Dichloroethene	1	17.2735	17.5386	1.5	40
Methyl Acetate	1	27.6681	24.4617	12	30
Methyl-t-butyl ether	1	28.1213	29.8954	6.1	30
1,1-Dichloroethane	1	24.6887	23.3898	5.4	40
trans-1,2-Dichloroethene	1	27.4183	28.8338	5	30
Ethyl-t-butyl ether	1	34	37.6897	10	30
cis-1,2-Dichloroethene	1	33.1914	35.9867	8.1	30
Bromochloromethane	1	20.5241	18.9863	7.8	30
2,2-Dichloropropane	1	32.3158	35.8902	10	30
Ethyl acetate	1	23.297	29.6341	24	30
1,4-Dioxane	1	1598.632	2003.506	22	30
1,1-Dichloropropene	1	30.2563	33.8015	11	30
Chloroform	1	33.7593	36.3684	7.4	40
Cyclohexane	1	28.3539	30.8134	8.3	30
1,2-Dichloroethane	1	31.1995	37.1702	17	40
2-Butanone	1	29.8979	47.6891	46*	40
1,1,1-Trichloroethane	1	29.6793	32.9643	10	30
Carbon Tetrachloride	1	30.38	31.603	3.9	40
Vinyl Acetate	1	28.1655	36.268	25	30
Bromodichloromethane	1	33.1266	38.998	16	30
Methylcyclohexane	1	26.7986	26.4398	1.3	30
Dibromomethane	1	34.3198	43.5575	24	30
1,2-Dichloropropane	1	30.5819	34.7065	13	30
Trichloroethene	1	32.589	34.2785	5.1	40
Benzene	1	31.5901	34.5385	8.9	40
tert-Amyl methyl ether	1	33.4668	37.5856	12	30
Iso-propylacetate	1	24.6771	30.8791	22	30
Methyl methacrylate	1	39.665	30.0796	27	30
Dibromochloromethane	1	24.0962	21.2438	13	30
2-Chloroethylvinylether	1	28.0385	26.2779	6.5	30
cis-1,3-Dichloropropene	1	31.9902	31.3624	2	30
trans-1,3-Dichloropropene	1	30.3806	31.5324	3.7	30
Ethyl methacrylate	1	22.5181	25.6115	13	30
1,1,2-Trichloroethane	1	29.9736	30.1234	0.5	30
1,2-Dibromoethane	1	24.9903	25.8645	3.4	30
1,3-Dichloropropane	1	29.6492	34.1212	14	30
4-Methyl-2-Pentanone	1	29.12	28.0954	3.6	30
2-Hexanone	1	26.4592	27.7508	4.8	30
Tetrachloroethene	1	28.1891	28.3421	0.54	40
Toluene	1	27.4747	28.6712	4.3	40
1,1,1,2-Tetrachloroethane	1	30.7072	29.4459	4.2	30
Chlorobenzene	1	29.3866	29.431	0.15	40
n-Butyl acrylate	1	16.8964	23.9537	35*	30
n-Amyl acetate	1	14.5191	17.9419	21	30

Form3

RPD Data Laboratory Limits

QC Batch: MBS68178

Bromoform	1	25.2245	25.5251	1.2	30
Ethylbenzene	1	21.6012	25.2772	16	30
1,1,2,2-Tetrachloroethane	1	27.1679	31.5437	15	30
Styrene	1	30.0352	33.2642	10	30
m&p-Xylenes	1	48.7809	53.0662	8.4	30
o-Xylene	1	27.2967	29.5906	8.1	30
trans-1,4-Dichloro-2-butene	1	16.6836	18.5449	11	30
1,3-Dichlorobenzene	1	27.3228	28.1813	3.1	30
1,4-Dichlorobenzene	1	26.0794	28.2302	7.9	40
1,2-Dichlorobenzene	1	26.8076	30.197	12	40
Isopropylbenzene	1	24.293	25.9267	6.5	30
Cyclohexanone	1	93.0808	76.0443	20	30
Camphene	1	15.8955	16.5476	4	30
1,2,3-Trichloropropane	1	29.6218	29.7841	0.55	30
2-Chlorotoluene	1	28.0896	28.3329	0.86	30
p-Ethyltoluene	1	29.2683	30.6928	4.8	30
4-Chlorotoluene	1	27.0284	28.5364	5.4	30
n-Propylbenzene	1	19.0067	20.1748	6	40
Bromobenzene	1	27.6232	31.2248	12	30
1,3,5-Trimethylbenzene	1	22.5291	23.5572	4.5	30
Butyl methacrylate	1	22.2781	21.3673	4.2	30
t-Butylbenzene	1	22.4102	22.3708	0.18	30
1,2,4-Trimethylbenzene	1	20.1274	22.6004	12	30
sec-Butylbenzene	1	21.555	21.6069	0.24	40
4-Isopropyltoluene	1	16.8402	17.3963	3.2	30
n-Butylbenzene	1	19.5275	21.113	7.8	30
p-Diethylbenzene	1	23.3103	25.7233	9.8	30
1,2,4,5-Tetramethylbenzene	1	23.9349	24.9838	4.3	30
1,2-Dibromo-3-Chloropropane	1	18.3982	25.1949	31*	30
Camphor	1	206.8119	174.8371	17	30
Hexachlorobutadiene	1	13.5558	12.6529	6.9	30
1,2,4-Trichlorobenzene	1	20.0502	20.6331	2.9	30
1,2,3-Trichlorobenzene	1	17.5649	21.5022	20	30
Naphthalene	1	19.5579	22.9559	16	30

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

FORM 4
Blank Summary

Blank Number: DAILY BLANK
Blank Data File: 6M102389.D
Matrix: Soil

Blank Analysis Date: 03/30/18 09:34
Blank Extraction Date: NA
(If Applicable)
Method: EPA 8260C

Sample Number	Data File	Analysis Date
MBS67568	6M102418.D	03/30/18 17:40
AD03318-001	6M102425.D	03/30/18 19:36

FORM 4
Blank Summary

Blank Number: DAILY BLANK
Blank Data File: 6M102596.D
Matrix: Soil

Blank Analysis Date: 04/05/18 10:29
Blank Extraction Date: NA
(If Applicable)
Method: EPA 8260C

Sample Number	Data File	Analysis Date
AD03450-001	6M102609.D	04/05/18 14:05
AD03450-003	6M102610.D	04/05/18 14:22
AD03450-005	6M102611.D	04/05/18 14:38
AD03318-001(MSD)	6M102603.D	04/05/18 12:25
AD03318-001(MS)	6M102601.D	04/05/18 11:52
MBS68178	6M102597.D	04/05/18 10:45

Form 5

Tune Name: BFB TUNE

Data File: 6M102192.D

Instrument: GCMS 6

Analysis Date: 03/26/18 18:23

Method: EPA 8260C

Tune Scan/Time Range: Average of 3.969 to 4.047 min

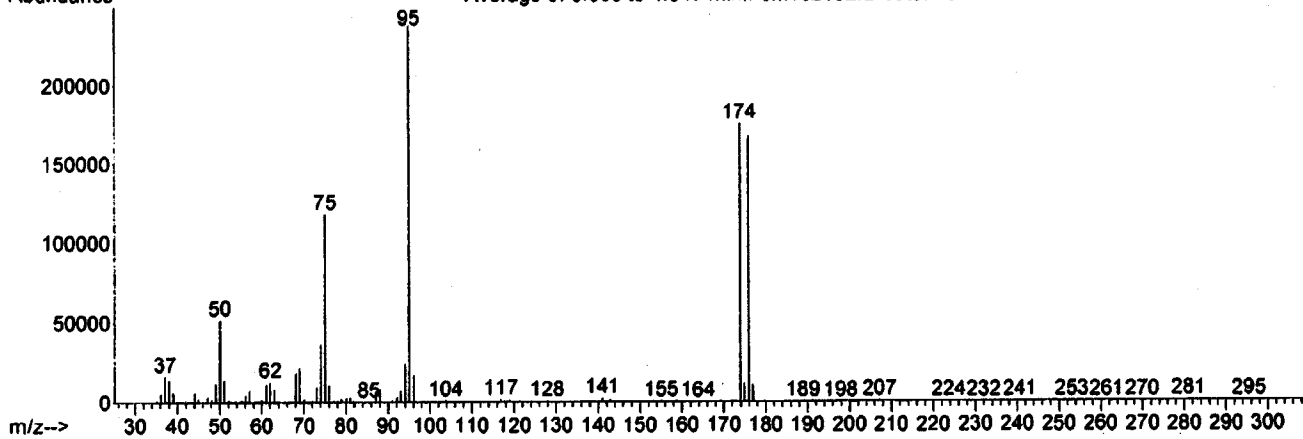
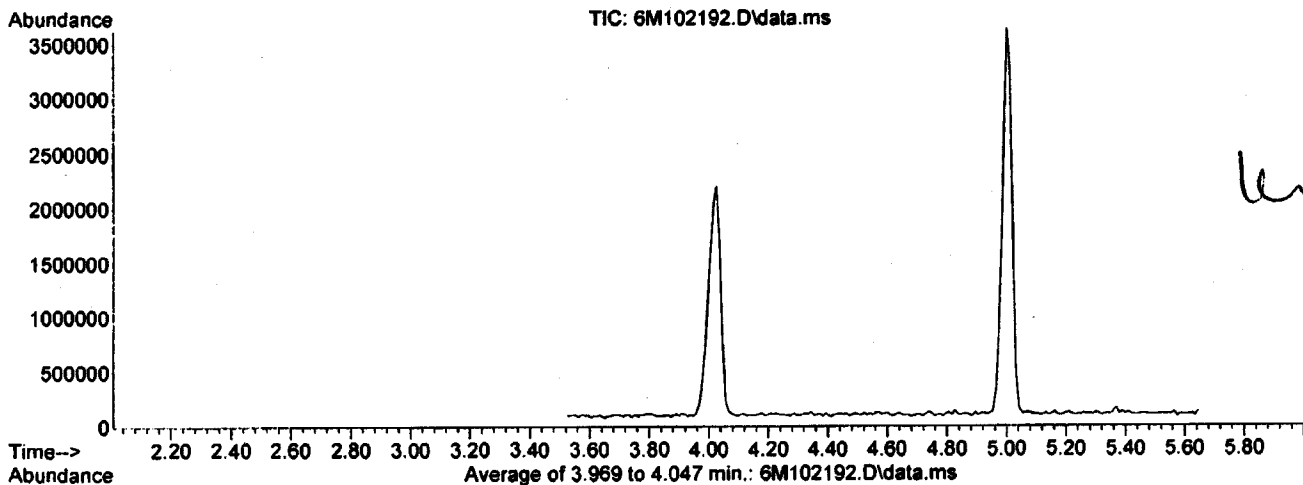
Tgt	Rel	Lo	Hi	Lim	Rel	Raw	Pass/
Mass	Mass	Lim			Abund	Abund	Fail
50	95	15	40		21.8	51820	PASS
75	95	30	60		49.7	118346	PASS
95	95	100	100		100.0	238025	PASS
96	95	5	9		7.2	17054	PASS
173	174	0.00	2		0.3	594	PASS
174	95	50	100		73.7	175471	PASS
175	174	5	9		6.5	11387	PASS
176	174	95	101		95.5	167499	PASS
177	176	5	9		6.5	10838	PASS

Data File	Sample Number	Analysis Date:
6M102193.D	BLK	03/26/18 18:32
6M102194.D	CAL @ 0.5 PPB	03/26/18 18:52
6M102195.D	CAL @ 1 PPB	03/26/18 19:09
6M102196.D	CAL @ 2 PPB	03/26/18 19:26
6M102197.D	CAL @ 5 PPB	03/26/18 19:42
6M102198.D	CAL @ 20 PPB	03/26/18 19:59
6M102199.D	CAL @ 500 PPB	03/26/18 20:15
6M102201.D	CAL @ 250 PPB	03/26/18 20:49
6M102203.D	CAL @ 100 PPB	03/26/18 21:22
6M102205.D	CAL @ 50 PPB	03/26/18 21:56
6M102209.D	ICV	03/26/18 22:58
6M102212.D	DAILY BLANK	03/26/18 23:51
6M102217.D	AD02930-004	03/27/18 01:15
6M102218.D	AD02930-003	03/27/18 01:31
6M102219.D	MBS67519	03/27/18 01:48
6M102220.D	AD03251-002(MS)	03/27/18 02:05
6M102221.D	AD03521-002(MSD)	03/27/18 02:21

Data Path : G:\GcMsData\2018\GCMS_6\Data\03-2618\
 Data File : 6M102192.D
 Acq On : 26 Mar 2018 18:23
 Operator : WP
 Sample : BFB TUNE
 Misc : S,5g
 ALS Vial : 28 Sample Multiplier: 1

Integration File: RTEINT.P

Method : G:\GcMsData\2018\GCMS_6\MethodQt\6M_S0326.M
 Title : @GCMS_6,ug,624,8260
 Last Update : Tue Mar 27 13:32:53 2018



Spectrum Information: Average of 3.969 to 4.047 min.

Target Mass	Rel. to Mass	Lower Limit%	Upper Limit%	Rel. Abn%	Raw Abn	Result Pass/Fail
50	95	15	40	21.8	51820	PASS
75	95	30	60	49.7	118346	PASS
95	95	100	100	100.0	238025	PASS
96	95	5	9	7.2	17054	PASS
173	174	0.00	2	0.3	594	PASS
174	95	50	100	73.7	175471	PASS
175	174	5	9	6.5	11387	PASS
176	174	95	101	95.5	167499	PASS
177	176	5	9	6.5	10838	PASS

Form 5

Tune Name: BFB TUNE

Data File: 6M102383.D

Instrument: GCMS 6

Analysis Date: 03/30/18 08:01

Method: EPA 8260C

Tune Scan/Time Range: Average of 4.011 to 4.119 min

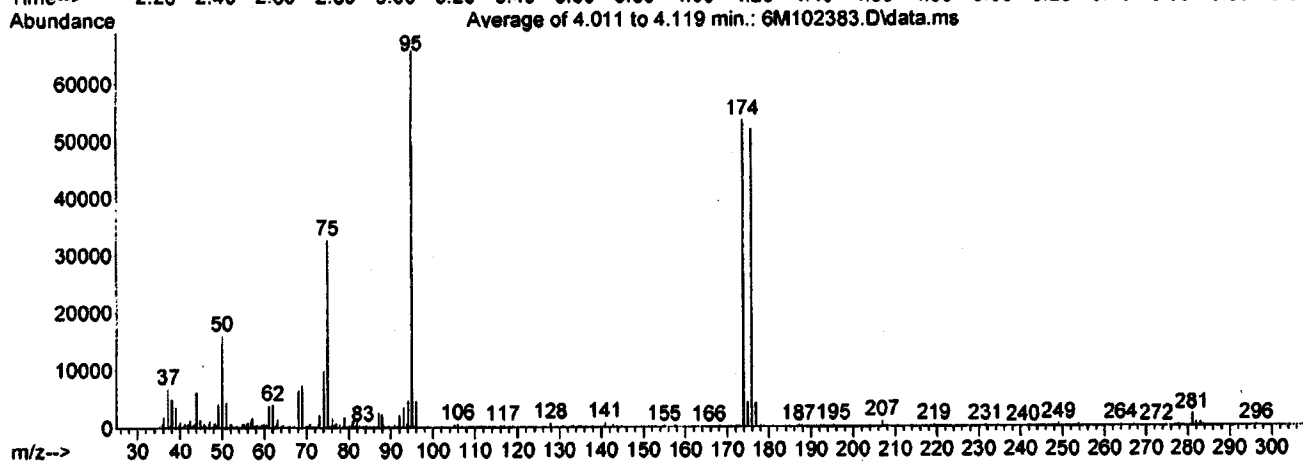
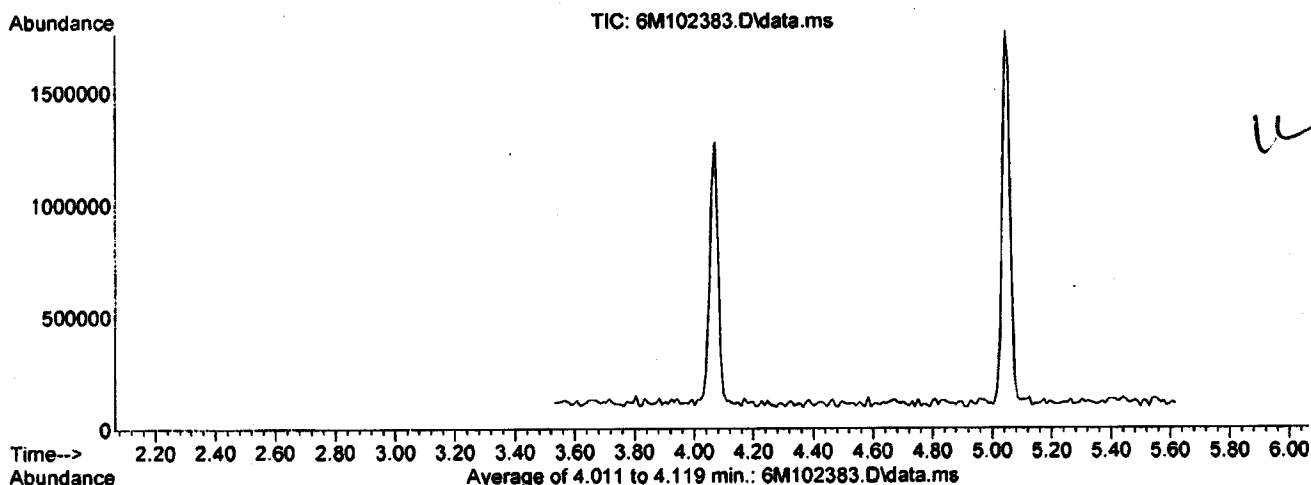
Tgt	Rel	Lo	Hi	Lim	Rel	Raw	Pass/
Mass	Mass	Lim	Abund	Abund	Abund	Fail	
50	95	15	40	24.5	16076	PASS	
75	95	30	60	49.8	32723	PASS	
95	95	100	100	100.0	65702	PASS	
96	95	5	9	6.9	4540	PASS	
173	174	0.00	2	0.5	293	PASS	
174	95	50	100	81.6	53583	PASS	
175	174	5	9	7.8	4205	PASS	
176	174	95	101	97.0	51989	PASS	
177	176	5	9	8.2	4247	PASS	

Data File	Sample Number	Analysis Date:
6M102384.D	BLK	03/30/18 08:10
6M102385.D	50 PPB	03/30/18 08:27
6M102386.D	CAL @ 50 PPB	03/30/18 08:44
6M102387.D	BLK	03/30/18 09:01
6M102388.D	BLK	03/30/18 09:17
6M102389.D	DAILY BLANK	03/30/18 09:34
6M102390.D	AD03323-003	03/30/18 09:50
6M102391.D	AD03323-001	03/30/18 10:07
6M102392.D	AD03329-001	03/30/18 10:24
6M102393.D	AD03287-002	03/30/18 10:41
6M102394.D	AD03288-011	03/30/18 10:57
6M102395.D	AD03288-001	03/30/18 11:14
6M102396.D	STD	03/30/18 11:32
6M102397.D	AD03231-004(MS)	03/30/18 11:50
6M102398.D	AD03231-004(MSD)	03/30/18 12:07
6M102399.D	BLK	03/30/18 12:23
6M102400.D	AD03288-002	03/30/18 12:40
6M102401.D	AD03288-004	03/30/18 12:56
6M102402.D	AD03288-005	03/30/18 13:13
6M102403.D	AD03288-008	03/30/18 13:30
6M102404.D	AD03288-007	03/30/18 13:47
6M102405.D	AD03288-010	03/30/18 14:03
6M102406.D	AD03281-004	03/30/18 14:20
6M102407.D	MBS67565	03/30/18 14:37
6M102408.D	AD03282-001	03/30/18 14:53
6M102409.D	BLK	03/30/18 15:10
6M102410.D	AD03288-010	03/30/18 15:27
6M102411.D	AD03288-004	03/30/18 15:44
6M102412.D	AD03288-001	03/30/18 16:00
6M102413.D	AD03256-002	03/30/18 16:17
6M102414.D	AD03231-005(MS)	03/30/18 16:34
6M102415.D	AD03357-002	03/30/18 16:50
6M102416.D	AD03357-004	03/30/18 17:07
6M102417.D	AD03231-005(MSD)	03/30/18 17:24
6M102418.D	MBS67568	03/30/18 17:40
6M102419.D	BLK	03/30/18 17:57
6M102420.D	AD03357-001	03/30/18 18:13
6M102421.D	AD03357-008	03/30/18 18:30
6M102422.D	AD03351-003	03/30/18 18:46
6M102423.D	AD03361-001	03/30/18 19:03
6M102424.D	AD03361-002	03/30/18 19:20
6M102425.D	AD03318-001	03/30/18 19:36
6M102426.D	AD03318-002	03/30/18 19:53
6M102427.D	BLK	03/30/18 20:10

Data Path : G:\GcMsData\2018\GCMS_6\Data\03-30-18\
Data File : 6M102383.D
Acq On : 30 Mar 2018 8:01
Operator : SG
Sample : BFB TUNE
Misc : S,5g
ALS Vial : 2 Sample Multiplier: 1

Integration File: RTEINT.P

Method : G:\GcMsData\2018\GCMS_6\MethodQt\6M_S0326.M
Title : @GCMS_6,ug,624,8260
Last Update : Tue Mar 27 13:32:53 2018



Spectrum Information: Average of 4.011 to 4.119 min.

Target Mass	Rel. to Mass	Lower Limit%	Upper Limit%	Rel. Abn%	Raw Abn	Result Pass/Fail
50	95	15	40	24.5	16076	PASS
75	95	30	60	49.8	32723	PASS
95	95	100	100	100.0	65702	PASS
96	95	5	9	6.9	4540	PASS
173	174	0.00	2	0.5	293	PASS
174	95	50	100	81.6	53583	PASS
175	174	5	9	7.8	4205	PASS
176	174	95	101	97.0	51989	PASS
177	176	5	9	8.2	4247	PASS

Form 5

Tune Name: BFB TUNE

Data File: 6M102589.D

Instrument: GCMS 6

Analysis Date: 04/05/18 08:44

Method: EPA 8260C

Tune Scan/Time Range: Average of 4.019 to 4.058 min

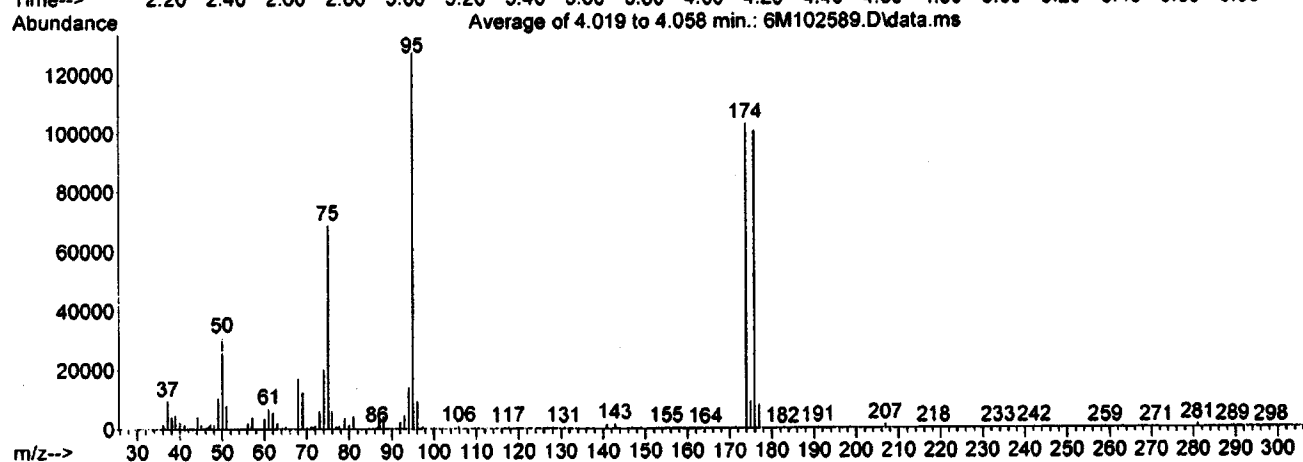
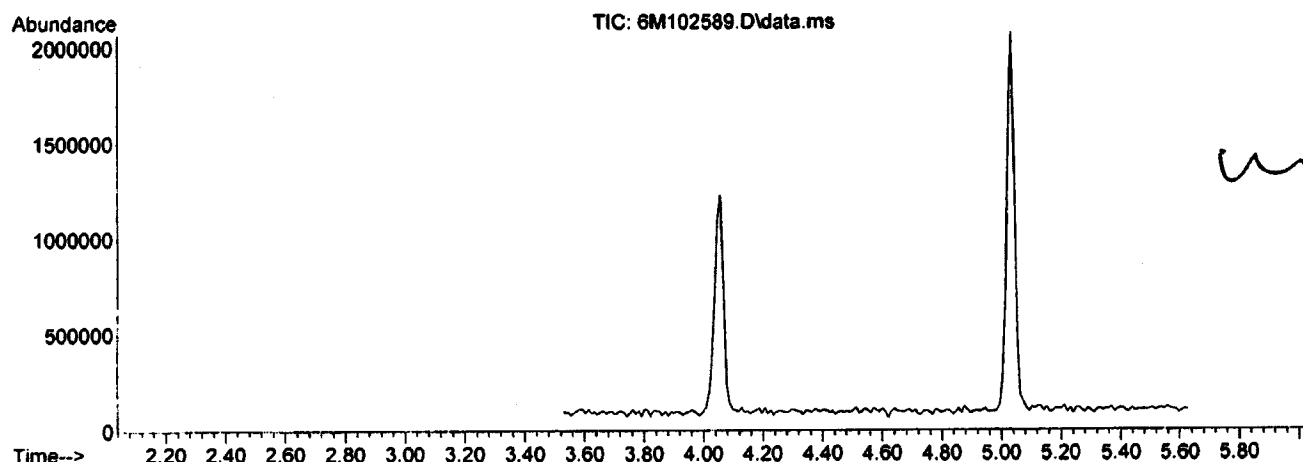
Tgt	Rel	Lo	Hi	Lim	Rel	Raw	Pass/
Mass	Mass	Lim			Abund	Abund	Fail
50	95	15	40		24.5	31284	PASS
75	95	30	60		54.1	68987	PASS
95	95	100	100		100.0	127462	PASS
96	95	5	9		7.4	9442	PASS
173	174	0.00	2		0.0	0	PASS
174	95	50	100		80.9	103120	PASS
175	174	5	9		8.7	8987	PASS
176	174	95	101		97.7	100701	PASS
177	176	5	9		8.0	8031	PASS

Data File	Sample Number	Analysis Date:
6M102593.D	CAL @ 50 PPB	04/05/18 09:39
6M102594.D	BLK	04/05/18 09:55
6M102595.D	BLK	04/05/18 10:12
6M102596.D	DAILY BLANK	04/05/18 10:29
6M102597.D	MBS68178	04/05/18 10:45
6M102598.D	AD03439-001(5X)	04/05/18 11:02
6M102599.D	AD03439-002(5X)	04/05/18 11:19
6M102600.D	AD03439-003(5X)	04/05/18 11:35
6M102601.D	AD03318-001(MS)	04/05/18 11:52
6M102602.D	AD03439-002(5X)	04/05/18 12:09
6M102603.D	AD03318-001(MSD)	04/05/18 12:25
6M102604.D	BLK	04/05/18 12:42
6M102606.D	AD03443-001	04/05/18 13:15
6M102607.D	AD03443-003	04/05/18 13:32
6M102608.D	AD03443-004	04/05/18 13:49
6M102609.D	AD03450-001	04/05/18 14:05
6M102610.D	AD03450-003	04/05/18 14:22
6M102611.D	AD03450-005	04/05/18 14:38
6M102612.D	AD03439-002	04/05/18 14:55
6M102613.D	BLK	04/05/18 15:12
6M102614.D	AD03439-001(5X)	04/05/18 15:28
6M102615.D	BLK	04/05/18 15:45
6M102616.D	BLK	04/05/18 16:01
6M102617.D	BLK	04/05/18 16:18
6M102618.D	BLK	04/05/18 16:35
6M102619.D	AD03468-001	04/05/18 16:51
6M102620.D	AD03468-002	04/05/18 17:08
6M102621.D	AD03468-003	04/05/18 17:25
6M102622.D	AD03470-002	04/05/18 17:42
6M102623.D	BLK	04/05/18 17:58

Data Path : G:\GcMsData\2018\GCMS_6\Data\04-05-18\
 Data File : 6M102589.D
 Acq On : 5 Apr 2018 8:44
 Operator : SG
 Sample : BFB TUNE
 Misc : S,5g
 ALS Vial : 1 Sample Multiplier: 1

Integration File: RTEINT.P

Method : G:\GcMsData\2018\GCMS_6\MethodQt\6M_S0326.M
 Title : @GCMS_6,ug,624,8260
 Last Update : Tue Mar 27 13:32:53 2018



Spectrum Information: Average of 4.019 to 4.058 min.

Target Mass	Rel. to Mass	Lower Limit%	Upper Limit%	Rel. Abn%	Raw Abn	Result Pass/Fail
50	95	15	40	24.5	31284	PASS
75	95	30	60	54.1	68987	PASS
95	95	100	100	100.0	127462	PASS
96	95	5	9	7.4	9442	PASS
173	174	0.00	2	0.0	0	PASS
174	95	50	100	80.9	103120	PASS
175	174	5	9	8.7	8987	PASS
176	174	95	101	97.7	100701	PASS
177	176	5	9	8.0	8031	PASS

Level #	Data File	Cal Identifier	Analysis Date/Time	Level #	Data File	Cal Identifier	Analysis Date/Time
1	6M102198.D	CAL @ 20 PPB	03/26/18 19:59	2	6M102197.D	CAL @ 5 PPB	03/26/18 19:42
3	6M102196.D	CAL @ 2 PPB	03/26/18 19:26	4	6M102205.D	CAL @ 50 PPB	03/26/18 21:56
5	6M102203.D	CAL @ 100 PPB	03/26/18 21:22	6	6M102201.D	CAL @ 250 PPB	03/26/18 20:49
7	6M102199.D	CAL @ 500 PPB	03/26/18 20:15	8	6M102195.D	CAL @ 1 PPB	03/26/18 19:09
9	6M102194.D	CAL @ 0.5 PPB	03/26/18 18:52				

Compound	Col	Mt	Ft	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	RF9	AngRt	RT	Cor1	Cor2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8	Lvl9	
Chlorodifluoromethane	1	0	Avd	1.0394	1.0911	0.9670	1.1808	1.1844	1.2057	1.0275	---	---	1.10143	0.993	0.999	8.4	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Dichlorodifluorometha	1	0	Avd	0.9261	0.8043	1.0456	1.0430	1.0926	1.0099	0.8443	---	---	0.967142	0.990	1.00	11	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Chloromethane	1	0	Avd	0.8610	0.8806	0.7808	1.1307	1.2200	1.1487	0.9797	---	---	1.00158	0.992	1.00	17	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Bromomethane	1	0	Avd	0.4488	0.4362	0.4518	0.5490	0.6255	0.5505	0.4790	---	---	0.506196	0.993	1.00	14	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Vinyl Chloride	1	0	Avd	0.7952	0.8942	0.5446	0.9871	1.0747	0.9769	0.8545	---	---	0.875168	0.994	1.00	20	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Chloroethane	1	0	Avd	0.5813	0.6153	0.6142	0.6448	0.7449	0.6538	0.5776	---	---	0.633204	0.994	0.999	9.0	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Trichlorofluoromethan	1	0	Avd	1.1274	1.3331	1.0917	1.4965	1.6197	1.6990	1.4461	---	---	1.40226	0.993	0.999	17	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Ethyl ether	1	0	Avd	0.3078	0.2357	0.4494	0.3356	0.3835	0.3603	0.3296	---	---	0.343248	0.997	1.00	19	0.50 a	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Furan	1	0	Avd	1.6684	1.5298	1.4266	1.3636	1.5023	1.3300	1.9281	---	---	1.54251	0.977	0.997	13	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
1,1,2-Trichloro-1,2,2-tr	1	0	Avd	0.6743	0.8317	1.0890	0.8296	1.0500	0.9372	0.7183	---	---	0.876267	0.976	0.999	18	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Methylene Chloride	1	0	Avd	0.4340	0.5143	0.5523	0.5429	0.7029	0.6636	0.5415	---	---	0.565305	0.987	0.999	16	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Acrolein	1	0	Avd	0.0242	0.0347	0.0376	0.0271	0.0416	0.0335	0.0294	---	---	0.0326257	0.990	0.997	19		100.0	25.00	10.00	250.0	500.0	1250.	2500.			
Acrylonitrile	1	0	Avd	0.0692	0.0468	0.0759	0.0709	0.0876	0.0782	0.0647	---	---	0.0705326	0.988	0.999	18		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Iodomethane	1	0	Qua	0.8692	0.7675	0.6740	1.1900	1.4669	1.3813	1.1616	---	---	1.07281	0.990	0.999	29		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Acetone	1	0	Avd	0.0413	0.0682	0.0583	0.0749	0.0765	0.0692	0.0551	---	---	0.0634270	0.992	0.999	20	0.10 a	100.0	25.00	10.00	250.0	500.0	1250.	2500.			
Carbon Disulfide	1	0	Qua	1.9607	2.2264	1.7726	2.7759	3.0209	3.1472	2.8608	---	---	2.54286	0.997	0.999	21	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
n-Butyl Alcohol	1	0	Avd	0.0145	0.0240	0.0206	0.0176	0.0243	0.0207	0.0149	---	---	0.0195311	0.961	0.997	20		100.0	25.00	10.00	250.0	500.0	1250.	2500.			
n-Hexane	1	0	Avd	1.1467	1.0597	1.3887	1.4519	1.6383	1.7071	1.2399	---	---	1.38349	0.969	0.997	18		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Di-isopropyl-ether	1	0	Avd	1.8041	2.2018	2.4583	2.2500	2.6256	2.6742	2.0329	---	---	2.29366	0.978	0.998	14		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
1,1-Dichloroethene	1	0	Avd	1.3602	1.5776	1.3809	1.6360	1.9672	1.8683	1.5090	---	---	1.61267	0.986	0.999	14	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Methyl Acetate	1	0	Avd	0.1647	0.2659	0.2742	0.2085	0.2589	0.2777	0.2297	---	---	0.240296	0.990	0.998	17	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Methyl-t-butyl ether	1	0	Avd	0.6967	1.0001	0.8587	0.8890	1.1198	1.0478	0.8295	1.2591	---	0.963326	0.983	0.999	19	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00		
trans-1,2-Dichloroethane	1	0	Avd	1.1890	1.0861	0.9983	1.3489	1.5527	1.7515	1.3053	---	---	1.32362	0.975	0.996	20	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Ethyl-t-butyl ether	1	0	Avd	0.5603	0.7925	0.6904	0.8538	0.9325	0.9268	0.7321	---	---	0.784328	0.983	0.999	17	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
cis-1,2-Dichloroethane	1	0	Avd	1.2715	1.4351	1.6650	1.6167	1.8497	1.6979	1.3743	---	---	1.56393	0.985	0.999	13	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Bromochloromethane	1	0	Avd	1.2053	1.3180	1.6439	1.4010	1.6235	1.4661	1.2062	---	---	1.41405	0.985	0.999	13	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
2,2-Dichloropropane	1	0	Avd	0.4883	0.4814	0.3545	0.5796	0.6529	0.5569	0.5113	---	---	0.518421	0.996	0.999	18		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Ethyl acetate	1	0	Avd	1.1698	1.3175	1.4435	1.4175	1.6016	1.5303	1.1951	---	---	1.38406	0.981	0.999	12		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
1,4-Dioxane	1	0	Avd	0.2111	0.2159	0.2398	0.2811	0.2931	0.2695	0.2158	---	---	0.247408	0.984	1.00	14		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
1,1-Dichloropropene	1	0	Avd	0.0017	0.0019	0.0022	0.0017	0.0022	0.0019	0.0015	---	---	0.00191511	0.984	0.999	13		100.0	25.00	10.00	250.0	500.0	1250.0	2500.0			
Chloroform	1	0	Avd	1.2098	1.3964	1.6017	1.3943	1.6455	1.4121	1.1006	---	---	1.39447	0.978	0.999	14		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Dibromofluoromethan	1	0	Avd	1.0593	1.1059	1.2576	1.2828	1.4534	1.3452	1.1110	---	---	1.23426	0.988	1.00	12	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Cyclohexane	1	0	Avd	0.2172	0.2295	0.2315	0.2192	0.2170	0.2251	0.2182	0.1925	0.2135	0.218435	-1	-1	5.2		30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00		
1,2-Dichloroethane-d4	1	0	Avd	1.5513	1.6215	2.0803	1.8135	2.0486	1.8406	1.4571	---	---	1.77441	0.982	1.00	14	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
2-Dichloroethane	1	0	Avd	0.0903	0.0989	0.0981	0.0981	0.1048	0.1013	0.0967	0.0930	0.1111	0.0972455	-1	-1	7.9		30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00		
2-Butanone	1	0	Avd	0.6096	0.8151	0.7976	0.6901	0.7862	0.6692	0.5514	---	---	0.707459	0.981	0.999	14	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
1,1,1-Trichloroethane	1	0	Avd	0.1117	0.1153	0.0794	0.0833	0.1143	0.0878	0.0722	---	---	0.0863405	0.968	0.998	19	0.10 a	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Carbon Tetrachloride	1	0	Avd	1.1509	1.3439	1.6278	1.4702	1.7224	1.5259	1.2488	---	---	1.44438	0.986	0.999	14	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Vinyl Acetate	1	0	Avd	0.9922	0.9521	1.3009	1.2806	1.4265	1.3006	1.0023	---	---	1.18447	0.978	0.999	16	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0			
Bromochloromethan	1	0	Avd	0.2584	0.3315	0.2176	0.2989	0.3708	0.3637	0.2765	---	---	0.303326	0.977	0.998	19		20.00	5.00	2.00	50.00	100.0	250.0	500.0			
	1	0	Avd	0.5455	0.6882	0.5897	0.6920	0.8117	0.7752	0.6515	---	---	0.679519	0.991	0.999	14	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0			

Flags

a - failed the min rf criteria

c - failed the minimum correlation coeff criteria (if applicable)

Note:

Corr 1 = Correlation Coefficient for linear Eq.

Corr 2 = Correlation Coefficient for quad Eq.

Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound.

Avg Rsd: 15.28

Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Level #:	Data File:	Cal Identifier:	Analysis Date/Time																		
1	6M102198.D	CAL @ 20 PPB	03/26/18 19:59	2	6M102197.D	CAL @ 5 PPB	03/26/18 19:42																		
3	6M102196.D	CAL @ 2 PPB	03/26/18 19:26	4	6M102205.D	CAL @ 50 PPB	03/26/18 21:56																		
5	6M102203.D	CAL @ 100 PPB	03/26/18 21:22	6	6M102201.D	CAL @ 250 PPB	03/26/18 20:49																		
7	6M102199.D	CAL @ 500 PPB	03/26/18 20:15	8	6M102195.D	CAL @ 1 PPB	03/26/18 19:09																		
9	6M102194.D	CAL @ 0.5 PPB	03/26/18 18:52																						
Compound	Col	Mt	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	RF9	Avgrt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8	Lvl9
Methylcyclohexane	1	0	Avd	1.2530	1.1504	1.5654	1.5663	1.7880	1.5625	1.1802	---	1.44	5.03	0.973	0.999	17	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Dibromomethane	1	0	Avd	0.1952	0.2301	0.2194	0.2434	0.2830	0.2567	0.2095	---	0.234	5.12	0.986	0.999	13	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,2-Dichloropropane	1	0	Avd	0.5739	0.6996	0.9072	0.6571	0.7727	0.6879	0.5555	---	0.693	5.05	0.985	0.999	17	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Trichloroethene	1	0	Avd	0.7430	0.7894	0.9257	0.8313	0.9388	0.8767	0.6782	---	0.826	4.93	0.979	0.999	12	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Benzene	1	0	Avd	2.5493	2.9376	3.2097	2.9659	3.4260	3.1261	2.3955	4.2991	3.11	4.59	0.978	0.999	19	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
tert-Amyl methyl ether	1	0	Avd	0.9226	1.0360	1.2053	1.1180	1.3406	1.2239	0.9848	---	1.12	4.63	0.984	0.999	13	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Isopropylacetate	1	0	Avd	0.9918	1.0718	0.9083	0.9794	1.0419	1.1242	0.8944	---	1.00	4.59	0.986	0.998	8.4	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Methyl methacrylate	1	0	Avd	0.5400	0.6109	0.5777	0.4870	0.5556	0.4503	0.5003	---	0.532	5.07	0.997	0.998	10	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Dibromochloromethane	1	0	Qua	0.4910	0.5307	0.3669	0.5562	0.6796	0.7220	0.5966	---	0.563	6.00	0.990	0.998	21	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
cis-1,3-Dichloropropene	1	0	Qua	0.1980	0.2462	0.3509	0.2158	0.2489	0.2514	0.2081	---	0.245	5.32	0.989	0.999	21	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
trans-1,3-Dichloropropene	1	0	Avd	1.1409	1.4013	1.0222	1.3044	1.3746	1.4515	1.2280	---	1.27	5.41	0.983	0.999	12	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Ethyl methacrylate	1	0	Avd	0.8079	0.9686	0.7765	0.9125	0.9983	1.0361	0.8685	---	0.910	5.69	0.991	0.999	11	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,1,2-Trichloroethane	1	0	Avd	0.6324	0.7802	0.7642	0.6505	0.7268	0.7373	0.6463	---	0.705	5.71	0.995	0.999	8.7	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,2-Dibromopropane	1	0	Avd	0.4370	0.5331	0.5312	0.4117	0.4755	0.4839	0.3894	---	0.466	5.79	0.987	0.998	12	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,3-Dichloropropane	1	0	Qua	0.3885	0.4713	0.4159	0.4030	0.4790	0.4735	0.4087	0.7486	0.474	6.07	0.994	0.999	25	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
4-Methyl-2-Pentanone	1	0	Avd	0.8288	1.0019	1.0358	0.8493	0.8658	0.8539	0.6928	---	0.876	5.87	0.988	0.999	13	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
2-Hexanone	1	0	Avd	0.3998	0.4345	0.4503	0.3809	0.4112	0.4145	0.3570	---	0.407	5.48	0.994	0.999	7.7	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Tetrachloroethene	1	0	Avd	0.3082	0.3863	0.2395	0.2703	0.2580	0.2747	0.2331	---	0.282	5.89	0.993	0.999	19	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Toluene-d8	1	0	Avd	1.2483	1.3792	1.3104	1.1965	1.2769	1.2340	0.9361	---	1.23	5.87	0.977	0.999	11	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Toluene	1	0	Avd	1.6897	1.6840	1.4888	1.5060	1.4573	1.5120	1.5127	1.5636	1.55	5.56	-1	-1	5.4	0.40	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
1,1,1,2-Tetrachloroeth	1	0	Avd	0.7977	0.8095	0.9604	0.7583	0.8441	0.8055	0.6494	---	0.804	6.35	0.986	0.999	12	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Chlorobenzene	1	0	Avd	2.4518	2.7523	2.8275	2.7381	2.7301	2.7751	2.2822	---	2.65	6.32	0.990	0.999	7.6	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
n-Butyl acetate	1	0	Avd	1.6726	1.4907	2.0786	2.4812	2.4163	2.5820	2.3353	---	2.15	6.56	0.997	0.999	20	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
n-Amyl acetate	1	0	Avd	1.7933	1.4037	2.0234	1.9568	2.0501	2.0542	1.7896	---	1.87	6.67	0.995	1.00	13	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Bromoforn	1	0	Qua	0.4506	0.4092	0.5451	0.5819	0.7043	0.7258	0.6655	---	0.583	6.75	0.998	0.999	21	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Ethylbenzene	1	0	Qua	2.6023	2.4683	3.8688	3.3467	3.3072	3.0231	2.3445	5.0674	3.25	6.36	0.980	1.00	27	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
1,1,2,2-Tetrachloroeth	1	0	Avd	0.8605	1.0244	0.9375	1.0009	0.9391	0.9272	0.7567	---	0.921	6.97	0.988	1.00	9.7	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Bromofluorobenzene	1	0	Avd	0.9044	0.8168	0.8712	0.9951	0.8768	0.9885	0.8710	1.0574	0.915	6.92	-1	-1	8.7	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Styrene	1	0	Avd	4.6833	4.1745	5.8153	5.8629	5.7481	5.6017	4.5369	---	5.20	6.63	0.987	1.00	14	0.30	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
m,p-Xylenes	1	0	Qua	3.9094	2.4254	4.2916	4.4805	4.3514	4.1653	3.2522	4.8528	4.20	6.42	0.983	1.00	24	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
o-Xylene	1	0	Avd	3.3818	3.4303	3.9196	4.1108	3.7961	3.7066	2.9812	5.4256	3.84	6.63	0.987	1.00	19	0.30	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
trans-1,4-Dichloro-2-b	1	0	Avd	1.3762	1.2840	1.7809	1.5770	1.6634	1.6794	1.3774	---	1.53	6.98	0.989	0.999	12	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,3-Dichlorobenzene	1	0	Avd	3.6210	3.1805	4.3980	4.3431	4.1104	4.0105	3.2000	---	3.84	7.51	0.985	1.00	13	0.60	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,4-Dichlorobenzene	1	0	Avd	3.3298	2.7506	5.0830	3.8491	3.9606	3.7892	3.2311	---	3.71	7.57	0.993	1.00	20	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,2-Dichlorobenzene	1	0	Avd	2.9315	2.5308	3.0485	2.9561	3.2044	3.1154	2.6482	---	2.92	7.78	0.992	1.00	8.4	0.40	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Isopropylbenzene	1	0	Avd	11.217	10.401	14.688	13.413	13.714	13.016	8.3263	16.447	12.7	6.81	0.938	0.998	20	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00
Cyclohexanone	1	0	Avd	0.1342	0.1306	0.1755	0.1820	0.1837	0.1656	0.1335	---	0.158	6.98	0.984	1.00	15	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
Camphene	1	0	Avd	7.2177	5.4804	7.0717	8.2291	8.4380	7.8260	6.1670	---	7.20	6.98	0.982	1.00	15	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
1,2,3-Trichloropropane	1	0	Avd	1.0746	1.3657	1.3177	1.3139	1.4500	1.4450	1.1980	---	1.31	7.01	0.990	0.999	10	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0
2-Chlorotoluene	1	0	Avd	6.6776	5.9031	8.7785	8.5411	7.9409	7.6042	5.1932	---	7.23	7.10	0.953	0.999	19	0.10	20.00	5.00	2.00	50.00	100.0	250.0	500.0	500.0

Flags

a - failed the min rf criteria

c - failed the minimum correlation coeff criteria (if applicable)

Note:

Corr 1 = Correlation Coefficient for linear Eq.

Corr 2 = Correlation Coefficient for quad Eq.

Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound

Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Calibration Level Concentrations																		
1	6M102198.D	CAL @ 20 PPB	03/26/18 19:59	2	6M102197.D	CAL @ 5 PPB	03/26/18 19:42	Lvl1 Lvl2 Lvl3 Lvl4 Lvl5 Lvl6 Lvl7 Lvl8 Lvl9																		
3	6M102196.D	CAL @ 2 PPB	03/26/18 19:26	4	6M102205.D	CAL @ 50 PPB	03/26/18 21:56	20.00 5.00 2.00 50.00 100.0 250.0 500.0																		
5	6M102203.D	CAL @ 100 PPB	03/26/18 21:22	6	6M102201.D	CAL @ 250 PPB	03/26/18 20:49	20.00 5.00 2.00 50.00 100.0 250.0 500.0																		
7	6M102199.D	CAL @ 500 PPB	03/26/18 20:15	8	6M102195.D	CAL @ 1 PPB	03/26/18 19:09	20.00 5.00 2.00 50.00 100.0 250.0 500.0																		
9	6M102194.D	CAL @ 0.5 PPB	03/26/18 18:52					20.00 5.00 2.00 50.00 100.0 250.0 500.0																		
Compound	Col	Mr	Ft	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	RF9	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8	Lvl9
p-Ethyltoluene	1	0	Avg	11.706	8.8608	13.701	13.504	13.864	12.427	7.9712	---	---	11.77.10	0.932	0.999	20	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
4-Chlorotoluene	1	0	Avg	6.1680	6.3534	7.6082	6.9510	7.3565	7.6646	5.3521	---	---	6.787.16	0.961	0.997	13	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
n-Propylbenzene	1	0	Qus	13.863	11.814	16.496	16.177	16.874	14.491	8.9203	22.263	---	15.17.04	0.920	0.999	26	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
Bromobenzene	1	0	Avg	4.5029	4.3879	4.9414	4.8055	4.8404	4.9018	4.0436	---	---	4.637.01	0.990	0.999	7.2	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
1,3,5-Trimethylbenzen	1	0	Avg	8.5967	7.5745	12.196	10.255	10.128	9.8659	7.1016	10.085	---	9.487.12	0.968	0.999	17	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
Butyl methacrylate	1	0	Avg	2.9015	2.0872	2.9420	2.9770	3.2525	3.1532	2.6440	---	---	2.857.13	0.991	1.00	14	0.50	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
t-Butylbenzene	1	0	Avg	9.1051	7.6764	11.785	10.613	10.684	10.109	7.6823	11.570	---	9.907.31	0.978	0.999	16	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
1,2,4-Trimethylbenzen	1	0	Qus	7.9966	7.0630	9.7217	9.5270	9.4631	9.4719	7.1241	13.350	---	9.217.34	0.977	0.999	22	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
sec-Butylbenzene	1	0	Avg	12.626	9.9367	13.658	14.680	15.197	13.781	8.6299	15.783	---	13.07.43	0.929	0.998	19	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
4-Isopropyltoluene	1	0	Qus	9.3044	8.8013	13.517	11.282	11.264	10.715	7.1986	13.738	---	10.77.50	0.952	0.998	21	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
n-Butylbenzene	1	0	Avg	12.257	9.8666	14.241	14.401	14.171	13.716	9.2461	16.496	---	13.07.73	0.953	0.998	19	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	1.00	---
p-Diethylbenzene	1	0	Avg	5.6804	4.8413	6.3974	7.0893	6.8544	6.5881	5.1616	---	---	6.097.72	0.982	1.00	14	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
1,2,4,5-Tetramethylbe	1	0	Avg	6.6636	5.5033	7.0831	7.7878	8.4620	7.9384	6.0175	---	---	7.078.16	0.976	0.999	15	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
1,2-Dibromo-3-Chloro	1	0	Qus	0.1414	0.1271	0.2573	0.1416	0.1349	0.1395	0.1104	---	---	0.1508.23	0.985	0.999	32	0.05	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
Camphor	1	0	Qus	0.0267	0.0367	0.0298	0.0459	0.0472	0.0413	---	---	---	0.0380.85	0.995	0.998	22	---	200.0	50.00	20.00	500.0	1000.	2500.	---	---	
Hexachlorobutadiene	1	0	Avg	2.5386	2.1598	3.0829	2.9709	3.0591	2.8654	2.2658	---	---	2.708.78	0.983	1.00	14	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
1,2,4-Trichlorobenzen	1	0	Avg	1.5787	1.4010	2.2058	1.7970	1.9035	1.8289	1.3983	---	---	1.738.70	0.978	0.999	17	0.20	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
1,2,3-Trichlorobenzen	1	0	Avg	1.0753	0.8453	1.4539	1.1460	1.2568	1.2187	0.8852	---	---	1.138.99	0.969	0.998	19	---	20.00	5.00	2.00	50.00	100.0	250.0	500.0	---	---
Naphthalene	1	0	Qus	1.5191	1.3567	2.2146	1.9718	1.7840	1.7018	---	2.5088	---	1.878.86	0.998	0.999	21	---	20.00	5.00	2.00	50.00	100.0	250.0	---	1.00	---

Flags

a - failed the min rf criteria

Note:

Avg Rsd: 15.28

Corr 1 = Correlation Coefficient for linear Eq.

Corr 2 = Correlation Coefficient for quad Eq.

c - failed the minimum correlation coeff criteria(if applicable)
Fit = Indicates whether Avg, RF, Linear, or Quadratic Curve was used for compound.

Form7

Continuing Calibration

Calibration Name: CAL @ 50 PPB
Cont Calibration Date/Time 3/30/2018 8:44:00 AData File: 6M102386.D
Method: EPA 8260C

Instrument: GCMS 6

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
Fluorobenzene	1	0	I	4.76	30.00	30	**			0.000	0.00	
Chlorodifluoromethane	1	0		1.45	56.90	50	20	0.1	1.099	1.251	13.79	
Dichlorodifluoromethane	1	0		1.45	36.68	50	20	0.1	0.967	0.709	26.65	C1
Chloromethane	1	0		1.60	48.14	50	20	0.1	1.000	0.963	3.73	
Bromomethane	1	0		1.98	43.04	50	20	0.1	0.506	0.435	13.93	
Vinyl Chloride	1	0		1.70	46.18	50	20	0.1	0.875	0.809	7.63	
Chloroethane	1	0		2.07	43.97	50	20	0.1	0.633	0.557	12.06	
Trichlorofluoromethane	1	0		2.28	41.12	50	20	0.1	1.402	1.153	17.75	
Ethyl ether	1	0		2.50	43.65	50	20	0.5	0.343	0.300	12.70	
Furan	1	0		2.55	45.91	50	20	0.5	1.536	1.410	8.18	
1,1,2-Trichloro-1,2,2-trifluoroetha	1	0		2.70	41.17	50	20	0.1	0.876	0.721	17.65	
Methylene Chloride	1	0		3.09	44.16	50	20	0.1	0.565	0.499	11.68	
Acrolein	1	0		2.62	204.07	250	20		0.033	0.027	18.37	
Acrylonitrile	1	0		3.29	51.04	50	20		0.071	0.072	2.07	
Iodomethane	1	0		2.84	26.73	50	20		1.073	0.811	46.53	C1
Acetone	1	0		2.73	209.33	250	20	0.1	0.063	0.053	16.27	
Carbon Disulfide	1	0		2.90	35.03	50	20	0.1	2.537	2.254	29.94	C1
t-Butyl Alcohol	1	0		3.14	201.91	250	20		0.020	0.016	19.24	
n-Hexane	1	0		3.54	46.87	50	20		1.376	1.290	6.26	
Di-isopropyl-ether	1	0		3.69	44.03	50	20		2.292	2.019	11.94	
1,1-Dichloroethene	1	0		2.71	40.55	50	20	0.1	1.612	1.307	18.91	
Methyl Acetate	1	0		2.99	41.55	50	20	0.1	0.240	0.199	16.90	
Methyl-t-butyl ether	1	0		3.30	39.26	50	20	0.1	0.963	0.756	21.49	C1
1,1-Dichloroethane	1	0		3.67	48.92	50	20	0.2	1.319	1.291	2.16	
trans-1,2-Dichloroethene	1	0		3.32	44.21	50	20	0.1	0.784	0.693	11.59	
Ethyl-t-butyl ether	1	0		3.97	42.92	50	20	0.5	1.563	1.342	14.15	
cis-1,2-Dichloroethene	1	0		4.09	45.22	50	20	0.1	1.413	1.278	9.57	
Bromochloromethane	1	0		4.24	52.75	50	20		0.518	0.546	5.49	
2,2-Dichloropropane	1	0		4.09	43.91	50	20		1.382	1.214	12.18	
Ethyl acetate	1	0		4.11	43.61	50	20		0.247	0.215	12.79	
1,4-Dioxane	1	0		5.13	2336.83	2500	20		0.002	0.002	6.53	
1,1-Dichloropropene	1	0		4.50	48.54	50	20		1.394	1.354	2.92	
Chloroform	1	0		4.29	44.42	50	20	0.2	1.231	1.093	11.16	
Dibromofluoromethane	1	0	S	4.38	25.38	75	**		0.218	0.185	15.41	
Cyclohexane	1	0		4.44	40.23	50	20	0.1	1.773	1.427	19.54	
1,2-Dichloroethane-d4	1	0	S	4.58	42.63	75	**		0.097	0.138	42.11	
1,2-Dichloroethane	1	0		4.62	47.24	50	20	0.1	0.707	0.668	5.53	
2-Butanone	1	0		4.08	49.65	50	20	0.1	0.096	0.096	0.71	
1,1,1-Trichloroethane	1	0		4.41	43.92	50	20	0.1	1.441	1.266	12.17	
Carbon Tetrachloride	1	0		4.50	42.38	50	20	0.1	1.179	1.000	15.24	
Vinyl Acetate	1	0		3.29	43.06	50	20		0.303	0.261	13.89	
Bromodichloromethane	1	0		5.21	43.85	50	20	0.2	0.679	0.596	12.30	
Methylcyclohexane	1	0		5.06	47.93	50	20	0.1	1.438	1.378	4.15	
Dibromomethane	1	0		5.15	46.18	50	20		0.234	0.216	7.63	
1,2-Dichloropropane	1	0		5.08	40.12	50	20	0.1	0.693	0.556	19.77	
Trichloroethene	1	0		4.96	35.69	50	20	0.2	0.826	0.590	28.62	C1
Benzene	1	0		4.62	40.51	50	20	0.5	3.114	2.522	18.99	
tert-Amyl methyl ether	1	0		4.66	45.30	50	20		1.119	1.014	9.39	
Chlorobenzene-d5	1	0	I	6.33	30.00	30	**			0.000	0.00	
Iso-propylacetate	1	0		4.62	50.87	50	20	0.5	1.002	1.019	1.73	
Methyl methacrylate	1	0		5.11	41.76	50	20	0.5	0.532	0.444	16.48	
Dibromochloromethane	1	0		6.03	32.25	50	20	0.1	0.563	0.493	35.50	C1

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
C1-Compound %Diff exceeds limits

**- No limit specified in method

Page 1 of 2

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

HAZ. - 216

Form7

Continuing Calibration

Calibration Name: CAL @ 50 PPB
Cont Calibration Date/Time 3/30/2018 8:44:00 AData File: 6M102386.D
Method: EPA 8260C

Instrument: GCMS 6

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
2-Chloroethylvinylether	1	0		5.34	47.45	50	20		0.245	0.258	5.11	
cis-1,3-Dichloropropene	1	0		5.44	57.28	50	20	0.2	1.275	1.460	14.55	
trans-1,3-Dichloropropene	1	0		5.71	55.49	50	20	0.1	0.910	1.010	10.98	
Ethyl methacrylate	1	0		5.74	43.26	50	20	0.5	0.705	0.610	13.49	
1,1,2-Trichloroethane	1	0		5.82	43.70	50	20	0.1	0.466	0.407	12.60	
1,2-Dibromoethane	1	0		6.10	34.09	50	20	0.1	0.474	0.345	31.82	C1
1,3-Dichloropropane	1	0		5.90	53.44	50	20		0.876	0.936	6.89	
4-Methyl-2-Pentanone	1	0		5.50	49.66	50	20	0.1	0.407	0.404	0.69	
2-Hexanone	1	0		5.92	42.60	50	20	0.1	0.282	0.240	14.80	
Tetrachloroethene	1	0		5.90	55.82	50	20	0.2	1.226	1.369	11.64	
Toluene-d8	1	0	S	5.58	35.59	75	**		1.552	1.841	18.64	
Toluene	1	0		5.62	45.43	50	20	0.4	3.135	2.849	9.13	
1,1,1,2-Tetrachloroethane	1	0		6.38	44.42	50	20		0.804	0.714	11.15	
Chlorobenzene	1	0		6.34	53.04	50	20	0.5	2.651	2.812	6.07	
1,4-Dichlorobenzene-d4	1	0	I	7.57	30.00	30	**			0.000	0.00	
n-Butyl acrylate	1	0		6.58	40.60	50	20	0.5	2.151	1.747	18.80	
n-Amyl acetate	1	0		6.70	40.57	50	20	0.5	1.867	1.515	18.85	
Bromoform	1	0		6.78	40.45	50	20	0.1	0.583	0.596	19.10	
Ethylbenzene	1	0		6.39	28.49	50	20	0.1	3.254	2.022	43.02	C1
1,1,2,2-Tetrachloroethane	1	0		6.99	43.76	50	20	0.1	0.921	0.806	12.48	
Bromofluorobenzene	1	0	S	6.94	26.24	75	**		0.915	0.801	12.53	
Styrene	1	0		6.66	41.88	50	20	0.3	5.203	4.358	16.24	
m&p-Xylenes	1	0		6.44	66.53	100	20	0.1	4.203	3.170	33.47	C1
o-Xylene	1	0		6.66	35.65	50	20	0.3	3.844	2.741	28.69	C1
trans-1,4-Dichloro-2-butene	1	0		7.01	41.04	50	20		1.534	1.259	17.92	
1,3-Dichlorobenzene	1	0		7.54	45.41	50	20	0.6	3.838	3.486	9.17	
1,4-Dichlorobenzene	1	0		7.59	44.63	50	20	0.5	3.713	3.314	10.75	
1,2-Dichlorobenzene	1	0		7.81	44.68	50	20	0.4	2.919	2.609	10.64	
Isopropylbenzene	1	0		6.84	42.85	50	20	0.1	12.653	10.845	14.29	
Cyclohexanone	1	0		7.00	203.38	250	20		0.158	0.128	18.65	
Camphene	1	0		7.00	44.35	50	20		7.204	6.390	11.31	
1,2,3-Trichloropropane	1	0		7.03	41.38	50	20		1.309	1.084	17.24	
2-Chlorotoluene	1	0		7.13	45.01	50	20		7.234	6.512	9.98	
p-Ethyltoluene	1	0		7.12	45.23	50	20		11.720	10.601	9.55	
4-Chlorotoluene	1	0		7.19	47.13	50	20		6.779	6.390	5.75	
n-Propylbenzene	1	0		7.06	36.03	50	20		15.112	13.416	27.94	C1
Bromobenzene	1	0		7.04	44.91	50	20		4.632	4.160	10.19	
1,3,5-Trimethylbenzene	1	0		7.14	40.14	50	20		9.476	7.608	19.71	
Butyl methacrylate	1	0		7.16	43.22	50	20	0.5	2.851	2.465	13.55	
t-Butylbenzene	1	0		7.33	39.65	50	20		9.903	7.854	20.70	C1
1,2,4-Trimethylbenzene	1	0		7.35	34.71	50	20		9.215	7.516	30.59	C1
sec-Butylbenzene	1	0		7.45	41.02	50	20		13.037	10.695	17.96	
4-Isopropyltoluene	1	0		7.52	32.63	50	20		10.728	8.486	34.75	C1
n-Butylbenzene	1	0		7.76	45.26	50	20		13.050	11.814	9.47	
p-Diethylbenzene	1	0		7.74	44.83	50	20		6.088	5.458	10.34	
1,2,4,5-Tetramethylbenzene	1	0		8.18	40.23	50	20		7.067	5.686	19.53	
1,2-Dibromo-3-Chloropropane	1	0		8.24	25.64	50	20	0.05	0.150	0.080	48.72	C1
Camphor	1	0		8.67	313.88	500	20		0.038	0.030	37.22	C1
Hexachlorobutadiene	1	0		8.80	45.93	50	20		2.705	2.485	8.14	
1,2,4-Trichlorobenzene	1	0		8.72	47.21	50	20	0.2	1.731	1.634	5.58	
1,2,3-Trichlorobenzene	1	0		9.02	43.08	50	20		1.126	0.970	13.85	
Naphthalene	1	0		8.88	43.38	50	20		1.865	1.600	13.23	

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
CI-Compound %Diff exceeds limits

** - No limit specified in method

Page 2 of 2

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

Form 7

Continuing Calibration

Calibration Name: CAL @ 50 PPB
Cont Calibration Date/Time 4/5/2018 9:39:00 AMData File: 6M102593.D
Method: EPA 8260C

Instrument: GCMS 6

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
Fluorobenzene	1	0	I	4.75	30.00	30	**			0.000	0.00	
Chlorodifluoromethane	1	0		1.45	57.59	50	20	0.1	1.099	1.266	15.18	
Dichlorodifluoromethane	1	0		1.44	48.29	50	20	0.1	0.967	0.934	3.42	
Chloromethane	1	0		1.60	57.88	50	20	0.1	1.000	1.158	15.76	
Bromomethane	1	0		1.98	54.49	50	20	0.1	0.506	0.551	8.98	
Vinyl Chloride	1	0		1.69	42.12	50	20	0.1	0.875	0.737	15.77	
Chloroethane	1	0		2.06	51.16	50	20	0.1	0.633	0.648	2.31	
Trichlorofluoromethane	1	0		2.27	57.18	50	20	0.1	1.402	1.603	14.35	
Ethyl ether	1	0		2.50	58.38	50	20	0.5	0.343	0.401	16.75	
Furan	1	0		2.53	46.79	50	20	0.5	1.536	1.437	6.42	
1,1,2-Trichloro-1,2,2-trifluoroethane	1	0		2.69	62.51	50	20	0.1	0.876	1.095	25.02	C1
Methylene Chloride	1	0		3.08	68.23	50	20	0.1	0.565	0.770	36.46	C1
Acrolein	1	0		2.60	250.08	250	20		0.033	0.033	0.03	
Acrylonitrile	1	0		3.27	60.99	50	20		0.071	0.086	21.99	C1
Iodomethane	1	0		2.82	46.05	50	20		1.073	1.384	7.90	
Acetone	1	0		2.72	224.40	250	20	0.1	0.063	0.057	10.24	
Carbon Disulfide	1	0		2.88	45.61	50	20	0.1	2.537	2.927	8.79	
t-Butyl Alcohol	1	0		3.14	281.07	250	20		0.020	0.022	12.43	
n-Hexane	1	0		3.53	70.55	50	20		1.376	1.942	41.11	C1
Di-isopropyl-ether	1	0		3.68	61.24	50	20		2.292	2.808	22.49	C1
1,1-Dichloroethene	1	0		2.69	54.07	50	20	0.1	1.612	1.743	8.14	
Methyl Acetate	1	0		2.98	49.55	50	20	0.1	0.240	0.238	0.90	
Methyl-t-butyl ether	1	0		3.29	57.16	50	20	0.1	0.963	1.100	14.32	
1,1-Dichloroethane	1	0		3.65	54.04	50	20	0.2	1.319	1.426	8.07	
trans-1,2-Dichloroethene	1	0		3.30	59.90	50	20	0.1	0.784	0.939	19.80	
Ethyl-t-butyl ether	1	0		3.95	59.85	50	20	0.5	1.563	1.871	19.71	
cis-1,2-Dichloroethene	1	0		4.07	59.84	50	20	0.1	1.413	1.692	19.68	
Bromochloromethane	1	0		4.23	34.73	50	20		0.518	0.360	30.54	C1
2,2-Dichloropropane	1	0		4.07	59.26	50	20		1.382	1.638	18.53	
Ethyl acetate	1	0		4.10	51.78	50	20		0.247	0.255	3.57	
1,4-Dioxane	1	0		5.13	2489.92	2500	20		0.002	0.002	0.40	
1,1-Dichloropropene	1	0		4.48	53.78	50	20		1.394	1.500	7.55	
Chloroform	1	0		4.27	61.08	50	20	0.2	1.231	1.504	22.16	C1
Dibromofluoromethane	1	0	S	4.37	32.37	75	**		0.218	0.235	7.88	
Cyclohexane	1	0		4.43	54.46	50	20	0.1	1.773	1.931	8.92	
1,2-Dichloroethane-d4	1	0	S	4.57	35.88	75	**		0.097	0.116	19.60	
1,2-Dichloroethane	1	0		4.61	51.72	50	20	0.1	0.707	0.731	3.44	
2-Butanone	1	0		4.07	45.59	50	20	0.1	0.096	0.088	8.82	
1,1,1-Trichloroethane	1	0		4.39	55.97	50	20	0.1	1.441	1.614	11.95	
Carbon Tetrachloride	1	0		4.49	54.93	50	20	0.1	1.179	1.296	9.86	
Vinyl Acetate	1	0		3.29	60.43	50	20		0.303	0.366	20.87	C1
Bromodichloromethane	1	0		5.20	56.19	50	20	0.2	0.679	0.763	12.37	
Methylcyclohexane	1	0		5.05	53.51	50	20	0.1	1.438	1.539	7.03	
Dibromomethane	1	0		5.13	60.30	50	20		0.234	0.282	20.61	C1
1,2-Dichloropropane	1	0		5.07	47.85	50	20	0.1	0.693	0.664	4.29	
Trichloroethene	1	0		4.94	53.42	50	20	0.2	0.826	0.883	6.84	
Benzene	1	0		4.60	50.83	50	20	0.5	3.114	3.166	1.67	
tert-Amyl methyl ether	1	0		4.65	55.33	50	20		1.119	1.238	10.67	
Chlorobenzene-d5	1	0	I	6.32	30.00	30	**			0.000	0.00	
Iso-propylacetate	1	0		4.61	50.92	50	20	0.5	1.002	1.020	1.85	
Methyl methacrylate	1	0		5.10	40.83	50	20	0.5	0.532	0.434	18.33	
Dibromochloromethane	1	0		6.02	40.42	50	20	0.1	0.563	0.616	19.15	

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
C1-Compound %Diff exceeds limits

**- No limit specified in method

Page 1 of 2

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

HAZ. - 218

Form7

Continuing Calibration

Calibration Name: CAL @ 50 PPB
Cont Calibration Date/Time 4/5/2018 9:39:00 AMData File: 6M102593.D
Method: EPA 8260C

Instrument: GCMS 6

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
2-Chloroethylvinylether	1	0		5.34	43.97	50	20		0.245	0.239	12.05	
cis-1,3-Dichloropropene	1	0		5.43	49.02	50	20	0.2	1.275	1.250	1.96	
trans-1,3-Dichloropropene	1	0		5.71	47.03	50	20	0.1	0.910	0.856	5.93	
Ethyl methacrylate	1	0		5.72	43.32	50	20	0.5	0.705	0.611	13.36	
1,1,2-Trichloroethane	1	0		5.81	42.91	50	20	0.1	0.466	0.400	14.17	
1,2-Dibromoethane	1	0		6.09	39.93	50	20	0.1	0.474	0.403	20.14	
1,3-Dichloropropane	1	0		5.89	46.29	50	20		0.876	0.810	7.43	
4-Methyl-2-Pentanone	1	0		5.49	46.99	50	20	0.1	0.407	0.382	6.02	
2-Hexanone	1	0		5.91	38.49	50	20	0.1	0.282	0.217	23.01	C1
Tetrachloroethene	1	0		5.89	48.37	50	20	0.2	1.226	1.186	3.26	
Toluene-d8	1	0	S	5.57	28.97	75	**		1.552	1.498	3.45	
Toluene	1	0		5.60	45.35	50	20	0.4	3.135	2.844	9.30	
1,1,1,2-Tetrachloroethane	1	0		6.37	47.52	50	20		0.804	0.764	4.96	
Chlorobenzene	1	0		6.34	47.68	50	20	0.5	2.651	2.528	4.84	
1,4-Dichlorobenzene-d4	1	0	I	7.56	30.00	30	**			0.000	0.00	
n-Butyl acrylate	1	0		6.57	46.29	50	20	0.5	2.151	1.991	7.42	
n-Amyl acetate	1	0		6.69	44.06	50	20	0.5	1.867	1.646	11.87	
Bromoform	1	0		6.78	37.88	50	20	0.1	0.583	0.558	24.24	C1
Ethylbenzene	1	0		6.37	42.40	50	20	0.1	3.254	2.979	15.20	
1,1,2,2-Tetrachloroethane	1	0		6.99	48.65	50	20	0.1	0.921	0.896	2.70	
Bromofluorobenzene	1	0	S	6.93	31.07	75	**		0.915	0.948	3.56	
Styrene	1	0		6.65	49.29	50	20	0.3	5.203	5.129	1.42	
m&p-Xylenes	1	0		6.43	79.09	100	20	0.1	4.203	3.752	20.91	C1
o-Xylene	1	0		6.64	42.98	50	20	0.3	3.844	3.304	14.04	
trans-1,4-Dichloro-2-butene	1	0		6.99	42.44	50	20		1.534	1.302	15.12	
1,3-Dichlorobenzene	1	0		7.53	48.01	50	20	0.6	3.838	3.685	3.98	
1,4-Dichlorobenzene	1	0		7.58	48.00	50	20	0.5	3.713	3.565	4.01	
1,2-Dichlorobenzene	1	0		7.80	47.06	50	20	0.4	2.919	2.748	5.88	
Isopropylbenzene	1	0		6.83	44.11	50	20	0.1	12.653	11.162	11.79	
Cyclohexanone	1	0		6.99	201.34	250	20		0.158	0.127	19.46	
Camphene	1	0		6.99	44.90	50	20		7.204	6.470	10.19	
1,2,3-Trichloropropane	1	0		7.02	46.86	50	20		1.309	1.227	6.28	
2-Chlorotoluene	1	0		7.12	45.52	50	20		7.234	6.586	8.97	
p-Ethyltoluene	1	0		7.11	50.62	50	20		11.720	11.864	1.23	
4-Chlorotoluene	1	0		7.17	46.79	50	20		6.779	6.343	6.43	
n-Propylbenzene	1	0		7.05	36.53	50	20		15.112	13.595	26.94	C1
Bromobenzene	1	0		7.02	45.02	50	20		4.632	4.171	9.96	
1,3,5-Trimethylbenzene	1	0		7.14	40.45	50	20		9.476	7.665	19.10	
Butyl methacrylate	1	0		7.14	53.36	50	20	0.5	2.851	3.043	6.73	
t-Butylbenzene	1	0		7.32	41.18	50	20		9.903	8.157	17.63	
1,2,4-Trimethylbenzene	1	0		7.35	37.44	50	20		9.215	8.092	25.11	C1
sec-Butylbenzene	1	0		7.44	46.08	50	20		13.037	12.016	7.83	
4-Isopropyltoluene	1	0		7.52	35.36	50	20		10.728	9.173	29.29	C1
n-Butylbenzene	1	0		7.74	45.64	50	20		13.050	11.913	8.71	
p-Diethylbenzene	1	0		7.73	48.23	50	20		6.088	5.872	3.54	
1,2,4,5-Tetramethylbenzene	1	0		8.18	48.40	50	20		7.067	6.840	3.21	
1,2-Dibromo-3-Chloropropane	1	0		8.23	38.94	50	20	0.05	0.150	0.121	22.13	C1
Camphor	1	0		8.66	333.71	500	20		0.038	0.032	33.26	C1
Hexachlorobutadiene	1	0		8.80	49.17	50	20		2.705	2.660	1.67	
1,2,4-Trichlorobenzene	1	0		8.71	55.95	50	20	0.2	1.731	1.937	11.91	
1,2,3-Trichlorobenzene	1	0		9.01	53.46	50	20		1.126	1.204	6.93	
Naphthalene	1	0		8.87	48.10	50	20		1.865	1.771	3.79	

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
C1-Compound %Diff exceeds limits

**- No limit specified in method

Page 2 of 2

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

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FORM8

Internal Standard Areas
Evaluation Std Data File: 6M102198.D
Analysis Date/Time: 03/26/18 19:59
Lab File ID: CAL @ 20 PPB

Method: EPA 8260C

	11	12	13	14	15	16	17
	Area	RT	Area	RT	Area	RT	Area
Eval File Area RT:	264209	4.73	144476	6.30	70426	7.55	
Eval File Area Limit:	132104-528418		72238-288952		35213-140852		
Eval File Rt Limit:	4.23-5.23		5.8-6.8		7.05-8.05		

Data File	Sample#	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
6M102193.D	BLK	243415	4.74	133854	6.31	56955	7.55				
6M102194.D	CAL @ 0.5 PPB	240834	4.73	147504	6.30	70853	7.55				
6M102195.D	CAL @ 1 PPB	250186	4.74	151827	6.31	61043	7.55				
6M102196.D	CAL @ 2 PPB	242600	4.73	156966	6.30	66749	7.55				
6M102197.D	CAL @ 5 PPB	235152	4.73	136217	6.31	75043	7.55				
6M102198.D	CAL @ 20 PPB	264209	4.73	144476	6.30	70426	7.55				
6M102199.D	CAL @ 500 PPB	262576	4.74	156396	6.30	69064	7.55				
6M102201.D	CAL @ 250 PPB	239095	4.74	144970	6.31	67097	7.55				
6M102203.D	CAL @ 100 PPB	239543	4.73	161729	6.30	75521	7.55				
6M102205.D	CAL @ 50 PPB	229517	4.74	145468	6.31	63121	7.55				
6M102209.D	ICV	245844	4.74	154008	6.30	72716	7.55				
6M102212.D	DAILY BLANK	242246	4.74	145193	6.30	64366	7.55				
6M102217.D	AD02930-004	235662	4.74	128524	6.30	66074	7.55				
6M102218.D	AD02930-003	258125	4.73	151341	6.30	64362	7.55				
6M102219.D	MBS67519	245816	4.74	151028	6.30	71486	7.55				
6M102220.D	AD03251-002(MS)	232677	4.74	132085	6.31	77721	7.55				
6M102221.D	AD03521-002(MSD)	249305	4.74	165219	6.31	72128	7.55				

11 = Fluorobenzene	14 =	17 =
12 = Chlorobenzene-d5	15 =	
13 = 1,4-Dichlorobenzene-d4	16 =	

6158370 Internal Standard concentration = 40 mg/L (in final extract)
6248260 Internal Standard concentration = 30mg/L
524 Internal Standard concentration = 5mg/L

Internal Standard Areas

Upper Limit = + 100% of internal standard area from daily cal or mid pt.
Lower Limit = - 50% of internal standard area from daily cal or mid pt.

Retention Times: Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

Flags:

A - Indicates the compound failed the internal standard area criteria

R - Indicates the compound failed the internal standard retention time criteria.

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FORM8

Internal Standard Areas

Evaluation Std Data File: 6M102386.D

Analysis Date/Time: 03/30/18 08:44

Lab File ID: CAL @ 50 PPB

Method: EPA 8260C

	11	12	13	14	15	16	17
Area	RT	Area	RT	Area	RT	Area	RT
Eval File Area/RT:	229775 4.76	121685 6.33	64044 7.57				
Eval File Area Limit:	114888-459550	60842-243370	32022-128088				
Eval File Rt Limit:	4.26-5.26	5.83-6.83	7.07-8.07				

Data File	Sample#	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
6M102384.D	BLK	274215	4.76	127045	6.33	55705	7.57				
6M102385.D	50 PPB	246142	4.76	150549	6.33	70681	7.58				
6M102387.D	BLK	254909	4.76	125332	6.33	71675	7.57				
6M102388.D	BLK	244244	4.76	149129	6.33	68574	7.57				
6M102389.D	DAILY BLANK	260864	4.76	160255	6.33	70269	7.58				
6M102390.D	AD03323-003	244481	4.76	145974	6.33	62790	7.57				
6M102391.D	AD03323-001	250473	4.76	163698	6.33	73733	7.57				
6M102392.D	AD03329-001	235832	4.76	150760	6.33	68271	7.58				
6M102393.D	AD03287-002	224009	4.76	121638	6.33	54407	7.57				
6M102394.D	AD03288-011	211725	4.76	102364	6.32	35445	7.58				
6M102395.D	AD03288-001	212583	4.76	103189	6.33	33589	7.57				
6M102396.D	STD	232308	4.76	121630	6.33	70435	7.58				
6M102397.D	AD03231-004(MS)	288977	4.76	159152	6.33	81762	7.57				
6M102398.D	AD03231-004(MSD)	265407	4.76	153178	6.33	70341	7.58				
6M102399.D	BLK	259294	4.75	160837	6.33	67029	7.57				
6M102400.D	AD03288-002	222873	4.76	134938	6.33	37287	7.57				
6M102401.D	AD03288-004	215981	4.76	97541	6.32	31663A	7.57				
6M102402.D	AD03288-005	240678	4.76	121991	6.33	44792	7.57				
6M102403.D	AD03288-008	236021	4.76	138533	6.33	52722	7.57				
6M102404.D	AD03288-007	213678	4.76	118019	6.33	38161	7.57				
6M102405.D	AD03288-010	251549	4.76	116584	6.33	53794	7.57				
6M102406.D	AD03281-004	275718	4.76	150547	6.33	69707	7.58				
6M102407.D	MBS67565	275470	4.76	168258	6.33	85111	7.57				
6M102408.D	AD03282-001	291630	4.76	184363	6.33	77925	7.57				
6M102409.D	BLK	254625	4.76	128787	6.33	60101	7.57				
6M102410.D	AD03288-010	277252	4.76	156223	6.33	58425	7.57				
6M102411.D	AD03288-004	201644	4.76	102040	6.33	34309	7.58				
6M102412.D	AD03288-001	250352	4.76	144547	6.33	54111	7.57				
6M102413.D	AD03256-002	198501	4.76	109628	6.33	39176	7.57				
6M102414.D	AD03231-005(MS)	262307	4.76	173348	6.32	76875	7.57				
6M102415.D	AD03357-002	238741	4.75	113365	6.32	56967	7.58				
6M102416.D	AD03357-004	267357	4.76	148756	6.32	69045	7.57				

11 = Fluorobenzene
12 = Chlorobenzene-d5
13 = 1,4-Dichlorobenzene-d4

14 =
15 =
16 =

17 =

625/8270 Internal Standard concentration = 40 mg/L (in final extract)
624/8260 Internal Standard concentration = 30mg/L
524 Internal Standard concentration = 5mg/L

Internal Standard Areas

Upper Limit = + 100% of internal standard area from daily cal or mid pt.

Lower Limit = - 50% of internal standard area from daily cal or mid pt.

Flags:

A - Indicates the compound failed the internal standard area criteria

R - Indicates the compound failed the internal standard retention time criteria.

Retention Times:

Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

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FORM 8

Internal Standard Areas

Evaluation Std Data File: 6M102386.D

Analysis Date/Time: 03/30/18 08:44

Lab File ID: CAL @ 50 PPB

Method: EPA 8260C

	11		12		13		14		15		16		17	
	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
Eval File Area/RT:	22975	4.76	121685	6.33	64044	7.57								
Eval File Area Limit:	114888-459550		60842-243370		32022-128088									
Eval File Rt Limit:	4.26-5.26		5.83-6.83		7.07-8.07									

Data File	Sample#													
6M102417.D	AD03231-005(MSD)	253526	4.76	148767	6.33	68082	7.57							
6M102418.D	MBS67568	249246	4.76	167270	6.33	77528	7.57							
6M102419.D	BLK	248065	4.76	158138	6.32	66093	7.57							
6M102420.D	AD03357-001	282837	4.76	166076	6.33	75416	7.57							
6M102421.D	AD03357-008	258739	4.76	119529	6.33	64459	7.57							
6M102422.D	AD03351-003	250557	4.76	118874	6.32	63718	7.57							
6M102423.D	AD03361-001	253583	4.76	148154	6.32	66726	7.57							
6M102424.D	AD03361-002	216227	4.75	79518	6.33	20798A	7.56							
6M102425.D	AD03318-001	268901	4.75	166648	6.32	75936	7.57							
6M102426.D	AD03318-002	262664	4.76	161092	6.33	70988	7.57							
6M102427.D	BLK	233891	4.75	123424	6.32	58530	7.57							

11 = Fluorobenzene
12 = Chlorobenzene-d5
13 = 1,4-Dichlorobenzene-d4

14 =
15 =
16 =

17 =

6256270 Internal Standard concentration = 40 mg/L (in final extract)
6248260 Internal Standard concentration = 30mg/L
524 Internal Standard concentration = 5mg/L

Internal Standard Areas

Upper Limit = + 100% of internal standard area from daily cal or mid pt.
Lower Limit = - 50% of internal standard area from daily cal or mid pt.

Flags:

A - Indicates the compound failed the internal standard area criteria
R - Indicates the compound failed the internal standard retention time criteria.
Retention Times: Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

FORM 8

Internal Standard Areas

Evaluation Std Data File: 6M102593.D

Analysis Date/Time: 04/05/18 09:39

Lab File ID: CAL @ 50 PPB

Method: EPA 8260C

	11	12	13	14	15	16	17
Area	RT	Area	RT	Area	RT	Area	RT
Eval File Area/RT:	264781 4.75	178138 6.32	86613 7.56				
Eval File Area Limit:	132390-529562	89069-356276	43306-173226				
Eval File RT Limit:	4.25-5.25	5.82-6.82	7.06-8.059999				

Data File	Sample#	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
6M102594.D	BLK	258254	4.75	166004	6.32	81268	7.56						
6M102595.D	BLK	270471	4.75	181783	6.32	82268	7.56						
6M102596.D	DAILY BLANK	261222	4.75	152731	6.32	80734	7.56						
6M102597.D	MBS68178	262824	4.75	150734	6.32	83479	7.57						
6M102598.D	AD03439-001(SX)	227931	4.75	140590	6.32	61233	7.57						
6M102599.D	AD03439-002(SX)	256755	4.75	159304	6.32	79132	7.56						
6M102600.D	AD03439-003(SX)	243136	4.75	146253	6.32	69917	7.56						
6M102601.D	AD03318-001(MS)	284571	4.75	203181	6.32	85900	7.56						
6M102602.D	AD03439-002(SX)	283044	4.75	195982	6.32	96194	7.57						
6M102603.D	AD03318-001(MSD)	363832	4.75	234217	6.32	110624	7.56						
6M102604.D	BLK	273640	4.76	184115	6.32	83227	7.57						
6M102605.D	AD03443-001	247996	4.75	142261	6.32	64059	7.56						
6M102606.D	AD03443-003	240067	4.75	167109	6.32	75245	7.56						
6M102607.D	AD03443-004	242411	4.75	137409	6.32	70797	7.56						
6M102608.D	AD03450-001	276374	4.75	163689	6.32	65111	7.57						
6M102610.D	AD03450-003	277755	4.75	184823	6.32	77646	7.56						
6M102611.D	AD03450-005	278031	4.75	187459	6.32	76879	7.56						
6M102612.D	AD03439-002	258774	4.75	152010	6.32	76070	7.57						
6M102613.D	BLK	256032	4.75	177523	6.32	80476	7.56						
6M102614.D	AD03439-001(SX)	239675	4.75	150536	6.32	76442	7.56						
6M102615.D	BLK	257549	4.75	156022	6.32	75872	7.56						
6M102616.D	BLK	253722	4.75	173768	6.32	74491	7.56						
6M102617.D	BLK	262257	4.75	163924	6.32	80837	7.56						
6M102618.D	BLK	267282	4.75	163015	6.32	78807	7.56						
6M102619.D	AD03468-001	273942	4.75	177679	6.32	90988	7.57						
6M102620.D	AD03468-002	276453	4.75	169971	6.32	81617	7.56						
6M102621.D	AD03468-003	271443	4.75	162083	6.33	87321	7.56						
6M102622.D	AD03470-002	235575	4.75	137148	6.32	73045	7.57						
6M102623.D	BLK	268827	4.75	164786	6.32	85295	7.57						

11 - Fluorobenzene
12 - Chlorobenzene-d5
13 - 1,4-Dichlorobenzene-d4

14 -
15 -
16 -

17 -

6258270 Internal Standard concentration = 40 mg/L (in final extract)
6248260 Internal Standard concentration = 30mg/L
524 Internal Standard concentration = 5mg/L

Internal Standard Areas

Upper Limit = + 100% of internal standard area from daily cal or mid pt.

Lower Limit = - 50% of internal standard area from daily cal or mid pt.

Flags:

A - Indicates the compound failed the internal standard area criteria

R - Indicates the compound failed the internal standard retention time criteria.

Retention Times:

Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

Base Neutral/Acid Extractable Data

Form1

ORGANICS SEMIVOLATILE REPORT

Sample Number: AD03450-002
 Client Id: SB03 Comp
 Data File: 9M84290.D
 Analysis Date: 04/06/18 12:00
 Date Rec/Extracted: 04/04/18-04/05/18
 Column: DB-5MS 30M 0.250mm ID 0.25um film

Method: EPA 8270D
 Matrix: Soil
 Initial Vol: 30g
 Final Vol: 0.5ml
 Dilution: 1
 Solids: 82

Units: mg/Kg							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
91-57-6	2-Methylnaphthalene	0.041	U	218-01-9	Chrysene	0.041	0.12
83-32-9	Acenaphthene	0.041	U	53-70-3	Dibenzo[a,h]anthracene	0.041	U
208-96-8	Acenaphthylene	0.041	U	206-44-0	Fluoranthene	0.041	0.14
120-12-7	Anthracene	0.041	U	86-73-7	Fluorene	0.041	U
56-55-3	Benzo[a]anthracene	0.041	0.11	193-39-5	Indeno[1,2,3-cd]pyrene	0.041	0.077
50-32-8	Benzo[a]pyrene	0.041	0.13	91-20-3	Naphthalene	0.010	0.051
205-99-2	Benzo[b]fluoranthene	0.041	0.13	85-01-8	Phenanthrene	0.041	0.17
191-24-2	Benzo[g,h,i]perylene	0.041	0.11	129-00-0	Pyrene	0.041	0.23
207-08-9	Benzo[k]fluoranthene	0.041	0.050				

Worksheet #: 459077

Total Target Concentration 1.3

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

SampleID : AD03450-002
 Data File: 9M84290.D
 Acq On : 04/ 6/18 12:00

Operator : AH/JB
 Sam Mult : 1 Vial# : 8
 Misc : S,BNA

Qt Meth : 9M_0329.M
 Qt On : 04/06/18 13:24
 Qt Upd On: 04/05/18 10:08

Data Path : G:\GcMsData\2018\GCMS_9\Data\04-06-18\
 Qt Path : G:\GCMSDATA\2018\GCMS_9\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QI	Response	Conc	Units	Dev(Min)
Internal Standards						
7) 1,4-Dioxane-d8 (INT)	2.758	96	27299	40.00	ng	0.00
21) 1,4-Dichlorobenzene-d4	5.938	152	56578	40.00	ng	0.00
31) Naphthalene-d8	6.944	136	220118	40.00	ng	0.00
50) Acenaphthene-d10	8.390	164	127398	40.00	ng	0.00
77) Phenanthrene-d10	9.870	188	229407	40.00	ng	0.00
91) Chrysene-d12	12.939	240	242285	40.00	ng	0.00
103) Perylene-d12	14.590	264	218274	40.00	ng	0.01
System Monitoring Compounds						
11) 2-Fluorophenol	4.781	112	139231	78.11	ng	0.01
Spiked Amount 100.000			Recovery =	78.11%		
16) Phenol-d5	5.636	99	179746	81.92	ng	0.00
Spiked Amount 100.000			Recovery =	81.92%		
32) Nitrobenzene-d5	6.387	128	36413	38.93	ng	0.00
Spiked Amount 50.000			Recovery =	77.86%		
55) 2-Fluorobiphenyl	7.787	172	181338	40.93	ng	0.00
Spiked Amount 50.000			Recovery =	81.86%		
80) 2,4,6-Tribromophenol	9.140	330	55577	86.45	ng	0.00
Spiked Amount 100.000			Recovery =	86.45%		
94) Terphenyl-d14	11.680	244	188048	46.50	ng	0.00
Spiked Amount 50.000			Recovery =	93.00%		
Target Compounds						
41) Naphthalene	6.961	128	18392	2.5197	ng	97
86) Phenanthrene	9.893	178	64037	8.1427	ng	97
90) Fluoranthene	11.234	202	56915	6.8027	ng	88
92) Pyrene	11.504	202	89555	11.0758	ng	87
100) Benzo[a]anthracene	12.928	228	44141	5.6448	ng	87
101) Chrysene	12.970	228	44978	6.0169	ng	99
105) Benzo[b]fluoranthene	14.149	252	48831m	6.5995	ng	
106) Benzo[k]fluoranthene	14.175	252	18531m	2.4543	ng	
107) Benzo[a]pyrene	14.522	252	44780	6.2532	ng	92
108) Indeno[1,2,3-cd]pyrene	15.976	276	30858	3.7753	ng	82
110) Benzo[g,h,i]perylene	16.380	276	37027	5.4678	ng	77

(#) = qualifier out of range (m) = manual integration (+) = signals summed

Handwritten signature

Abundance

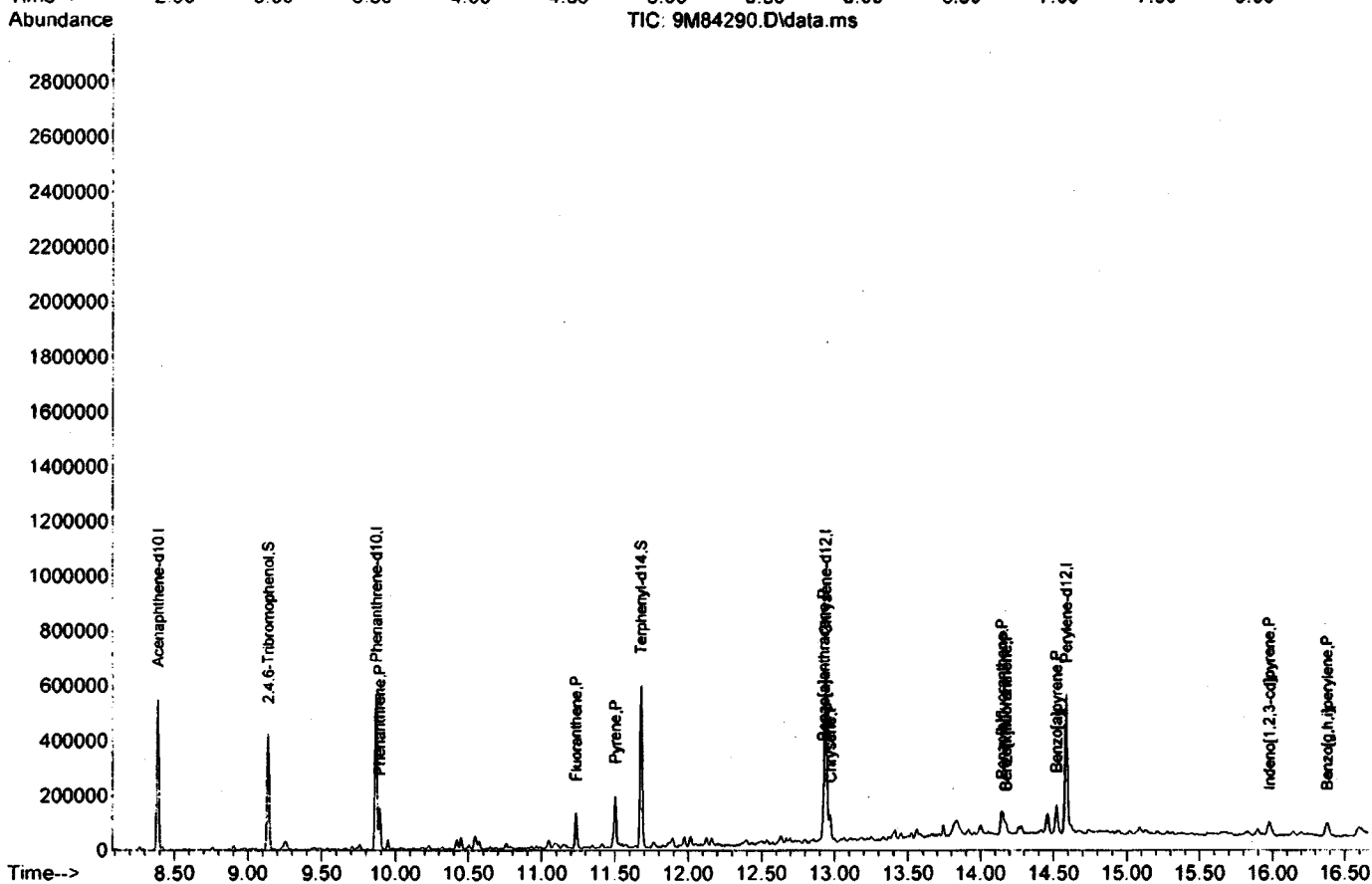
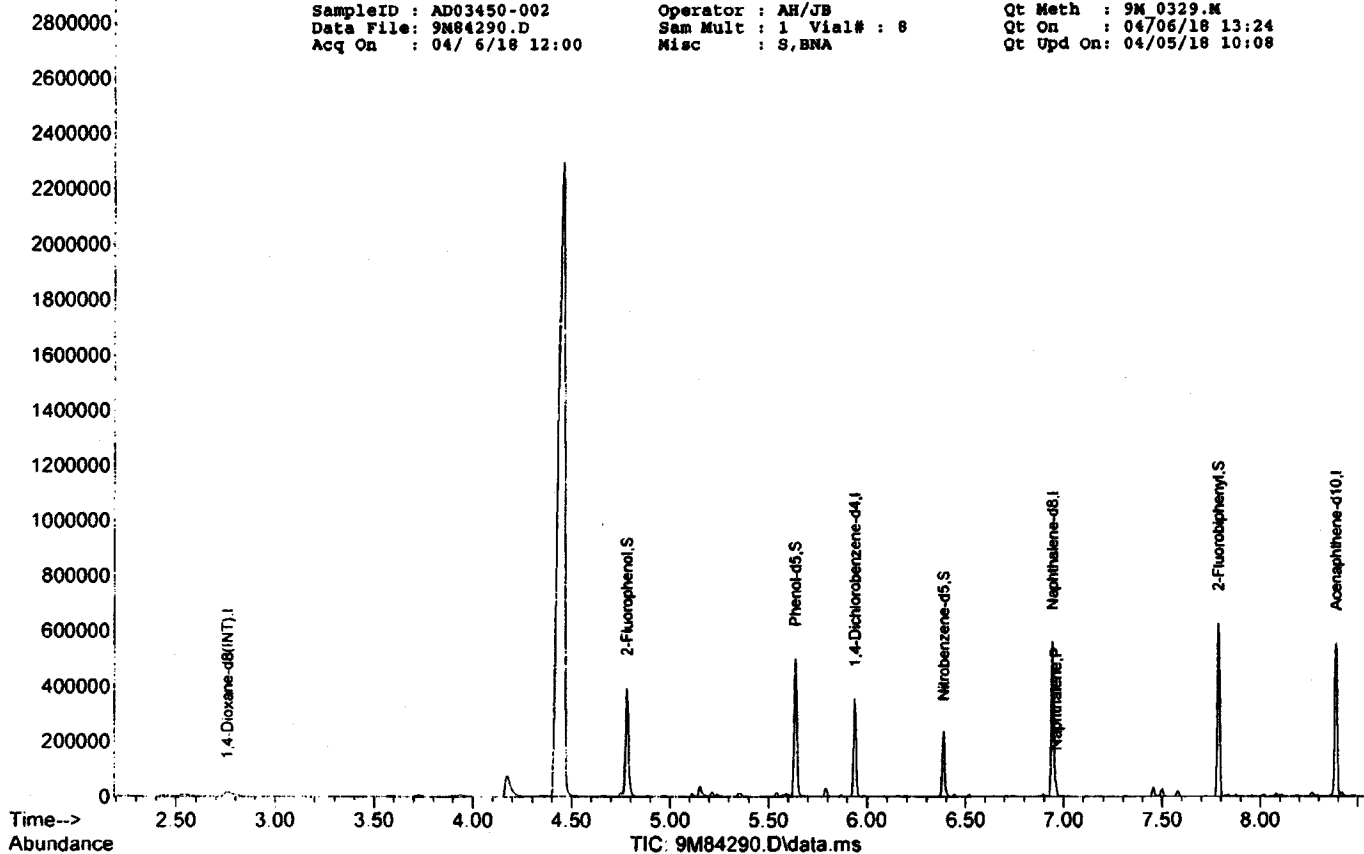
TIC: 9M84290.D\data.ms

Quant QT Reviewed

SampleID : AD03450-002
Data File: 9M84290.D
Acq On : 04/ 6/18 12:00

Operator : AH/JB
Sam Mult : 1 Vial# : 8
Misc : S,BNA

Qt Meth : 9M 0329.M
Qt On : 04/06/18 13:24
Qt Upd On: 04/05/18 10:08



Form1

ORGANICS SEMIVOLATILE REPORT

Sample Number: AD03450-004(3X)

Client Id: SB01 Comp

Data File: 9M84295.D

Analysis Date: 04/06/18 13:58

Date Rec/Extracted: 04/04/18-04/05/18

Column: DB-5MS 30M 0.250mm ID 0.25um film

Method: EPA 8270D

Matrix: Soil

Initial Vol: 30g

Final Vol: 0.5ml

Dilution: 3

Solids: 82

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
91-57-6	2-Methylnaphthalene	0.12	0.44	218-01-9	Chrysene	0.12	2.0
83-32-9	Acenaphthene	0.12	0.97	53-70-3	Dibenzo[a,h]anthracene	0.12	0.33
208-96-8	Acenaphthylene	0.12	U	206-44-0	Fluoranthene	0.12	5.0
120-12-7	Anthracene	0.12	1.7	86-73-7	Fluorene	0.12	1.1
56-55-3	Benzo[a]anthracene	0.12	2.4	193-39-5	Indeno[1,2,3-cd]pyrene	0.12	1.0
50-32-8	Benzo[a]pyrene	0.12	2.1	91-20-3	Naphthalene	0.030	1.2
205-99-2	Benzo[b]fluoranthene	0.12	2.6	85-01-8	Phenanthrene	0.12	5.3
191-24-2	Benzo[g,h,i]perylene	0.12	1.1	129-00-0	Pyrene	0.12	4.3
207-08-9	Benzo[k]fluoranthene	0.12	0.88				

Worksheet #: 459077

Total Target Concentration 32

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

SampleID : AD03450-004 (3X)

Operator : AH/JB

Qt Meth : 9M_0329.M

Data File: 9M84295.D

Sam Mult : 1 Vial# : 13

Qt On : 04/06/18 15:18

Acq On : 04/ 6/18 13:58

Misc : S,BNA:3

Qt Upd On: 04/05/18 10:08

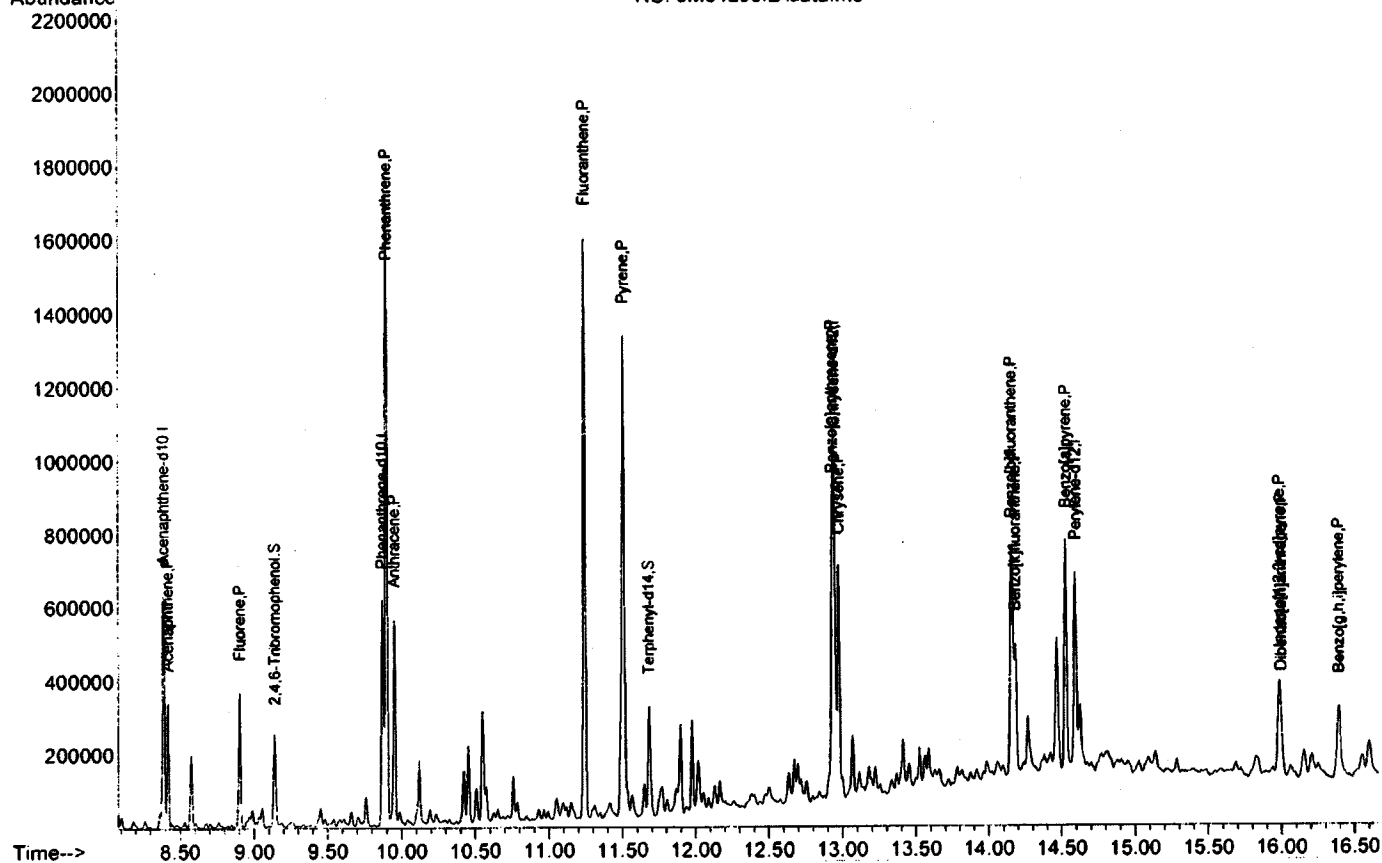
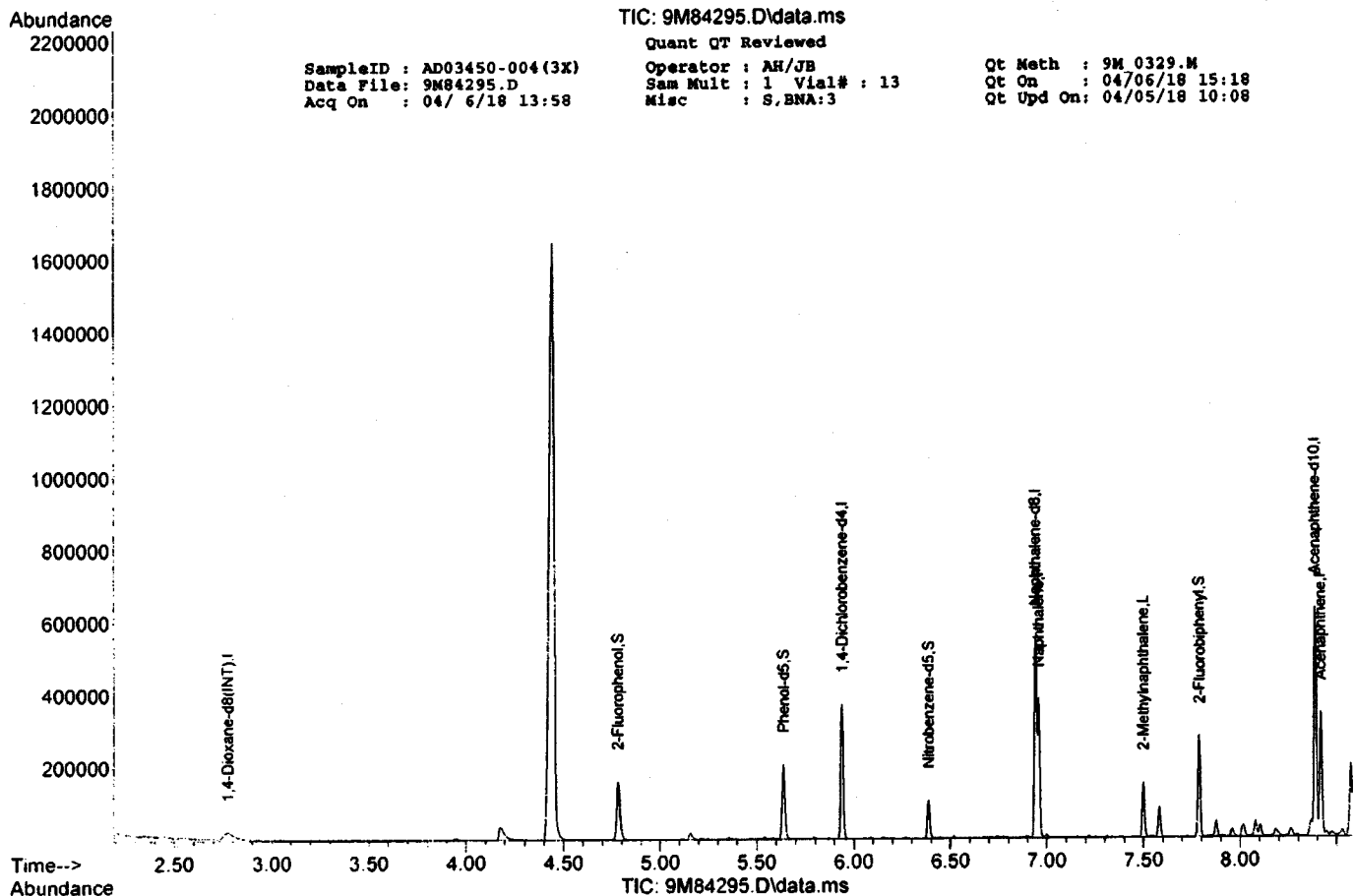
Data Path : G:\GCMSData\2018\GCMS_9\Data\04-06-18\

Qt Path : G:\GCMSDATA\2018\GCMS_9\MethodQt\

Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)
Internal Standards						
7) 1,4-Dioxane-d8 (INT)	2.775	96	28880	40.00	ng	0.02
21) 1,4-Dichlorobenzene-d4	5.940	152	65214	40.00	ng	0.00
31) Naphthalene-d8	6.944	136	244212	40.00	ng	0.00
50) Acenaphthene-d10	8.390	164	146489	40.00	ng	0.00
77) Phenanthrene-d10	9.873	188	257762	40.00	ng	0.00
91) Chrysene-d12	12.945	240	273442	40.00	ng	0.00
103) Perylene-d12	14.595	264	255895	40.00	ng	0.02
System Monitoring Compounds						
11) 2-Fluorophenol	4.781	112	64231	34.06	ng	0.01
Spiked Amount 100.000			Recovery =	34.06%		
16) Phenol-d5	5.639	99	80509	34.68	ng	0.00
Spiked Amount 100.000			Recovery =	34.68%		
32) Nitrobenzene-d5	6.387	128	16552	15.95	ng	0.00
Spiked Amount 50.000			Recovery =	31.90%		
55) 2-Fluorobiphenyl	7.790	172	82727	16.24	ng	0.00
Spiked Amount 50.000			Recovery =	32.48%		
80) 2,4,6-Tribromophenol	9.140	330	26001	35.99	ng	0.00
Spiked Amount 100.000			Recovery =	35.99%		
94) Terphenyl-d14	11.680	244	84701	18.56	ng	0.00
Spiked Amount 50.000			Recovery =	37.12%		
Target Compounds						
41) Naphthalene	6.961	128	153329	18.9333	ng	96
46) 2-Methylnaphthalene	7.500	142	39007	7.2153	ng	97
65) Acenaphthene	8.418	153	83286	15.9883	ng	95
72) Fluorene	8.904	166	104639	17.8585	ng	100
86) Phenanthrene	9.901	178	773580	87.5453	ng	99
87) Anthracene	9.953	178	250760	27.7887	ng	98
90) Fluoranthene	11.243	202	766763	81.5644	ng	87
92) Pyrene	11.510	202	647763	70.9847	ng	84
100) Benzo[a]anthracene	12.930	228	340222	38.5506	ng	98
101) Chrysene	12.976	228	279572	33.1380	ng	98
105) Benzo[b]fluoranthene	14.155	252	375068m	43.2378	ng	
106) Benzo[k]fluoranthene	14.181	252	127110m	14.3596	ng	
107) Benzo[a]pyrene	14.530	252	286930	34.1771	ng	92
108) Indeno[1,2,3-cd]pyrene	15.985	276	164392	17.1558	ng	79
109) Dibenzo[a,h]anthracene	15.996	278	44239m	5.4190	ng	
110) Benzo[g,h,i]perylene	16.391	276	143922	18.1285	ng	77

(#)= qualifier out of range (m) = manual integration (+) = signals summed



Form1

ORGANICS SEMIVOLATILE REPORT

Sample Number: AD03450-006

Client Id: SB02 Comp

Data File: 9M84293.D

Analysis Date: 04/06/18 13:11

Date Rec/Extracted: 04/04/18-04/05/18

Column: DB-5MS 30M 0.250mm ID 0.25um film

Method: EPA 8270D

Matrix: Soil

Initial Vol: 30g

Final Vol: 1ml

Dilution: 1

Solids: 85

Units: mg/Kg							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
91-57-6	2-Methylnaphthalene	0.078	U	218-01-9	Chrysene	0.078	0.75
83-32-9	Acenaphthene	0.078	0.11	53-70-3	Dibenzo[a,h]anthracene	0.078	0.12
208-96-8	Acenaphthylene	0.078	U	206-44-0	Fluoranthene	0.078	1.6
120-12-7	Anthracene	0.078	0.26	86-73-7	Fluorene	0.078	0.091
56-55-3	Benzo[a]anthracene	0.078	0.75	193-39-5	Indeno[1,2,3-cd]pyrene	0.078	0.39
50-32-8	Benzo[a]pyrene	0.078	0.67	91-20-3	Naphthalene	0.020	0.066
205-99-2	Benzo[b]fluoranthene	0.078	0.89	85-01-8	Phenanthrene	0.078	1.2
191-24-2	Benzo[g,h,i]perylene	0.078	0.46	129-00-0	Pyrene	0.078	1.5
207-08-9	Benzo[k]fluoranthene	0.078	0.29				

Worksheet #: 459077

Total Target Concentration 9.1

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration uses Chlordane (Total) is sum of α-Chlordane and γ-Chlordane.

SampleID : AD03450-006
 Data File: 9M84293.D
 Acq On : 04/ 6/18 13:11

Operator : AH/JB
 Sam Mult : 1 Vial# : 11
 Misc : S.BNA:2

Qt Meth : 9M_0329.M
 Qt On : 04/06/18 13:26
 Qt Upd On: 04/05/18 10:08

Data Path : G:\GCMSData\2018\GCMS_9\Data\04-06-18\
 Qt Path : G:\GCMSDATA\2018\GCMS_9\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)
Internal Standards						
7) 1,4-Dioxane-d8(INT)	2.767	96	28349	40.00	ng	0.01
21) 1,4-Dichlorobenzene-d4	5.940	152	60860	40.00	ng	0.00
31) Naphthalene-d8	6.944	136	229822	40.00	ng	0.00
50) Acenaphthene-d10	8.390	164	136493	40.00	ng	0.00
77) Phenanthrene-d10	9.870	188	242057	40.00	ng	0.00
91) Chrysene-d12	12.942	240	248792	40.00	ng	0.00
103) Perylene-d12	14.593	264	232185	40.00	ng	0.01
System Monitoring Compounds						
11) 2-Fluorophenol	4.784	112	86035	46.48	ng	0.01
Spiked Amount 100.000			Recovery =	46.48%		
16) Phenol-d5	5.639	99	108601	47.66	ng	0.00
Spiked Amount 100.000			Recovery =	47.66%		
32) Nitrobenzene-d5	6.387	128	22112	22.64	ng	0.00
Spiked Amount 50.000			Recovery =	45.28%		
55) 2-Fluorobiphenyl	7.790	172	109367	23.04	ng	0.00
Spiked Amount 50.000			Recovery =	46.08%		
80) 2,4,6-Tribromophenol	9.137	330	33641	49.59	ng	0.00
Spiked Amount 100.000			Recovery =	49.59%		
94) Terphenyl-d14	11.680	244	113522	27.34	ng	0.00
Spiked Amount 50.000			Recovery =	54.68%		
Target Compounds						
41) Naphthalene	6.961	128	12891	1.6915	ng	97
65) Acenaphthene	8.418	153	13142	2.7076	ng	94
72) Fluorene	8.904	166	12725	2.3308	ng	93
86) Phenanthrene	9.896	178	247029	29.7699	ng	99
87) Anthracene	9.950	178	55157	6.5090	ng	97
90) Fluoranthene	11.240	202	355364	40.2545	ng	87
92) Pyrene	11.507	202	326751	39.3545	ng	85
100) Benzo[a]anthracene	12.930	228	154493	19.2401	ng	97
101) Chrysene	12.973	228	147529m	19.2193	ng	
105) Benzo[b]fluoranthene	14.152	252	178985m	22.7404	ng	
106) Benzo[k]fluoranthene	14.181	252	59603m	7.4210	ng	
107) Benzo[a]pyrene	14.527	252	130659	17.1525	ng	92
108) Indeno[1,2,3-cd]pyrene	15.985	276	85740	9.8614	ng	80
109) Dibenzo[a,h]anthracene	15.993	278	21752m	2.9366	ng	
110) Benzo[g,h,i]perylene	16.386	276	84217	11.6913	ng	76

(#) = qualifier out of range (m) = manual integration (+) = signals summed

7R

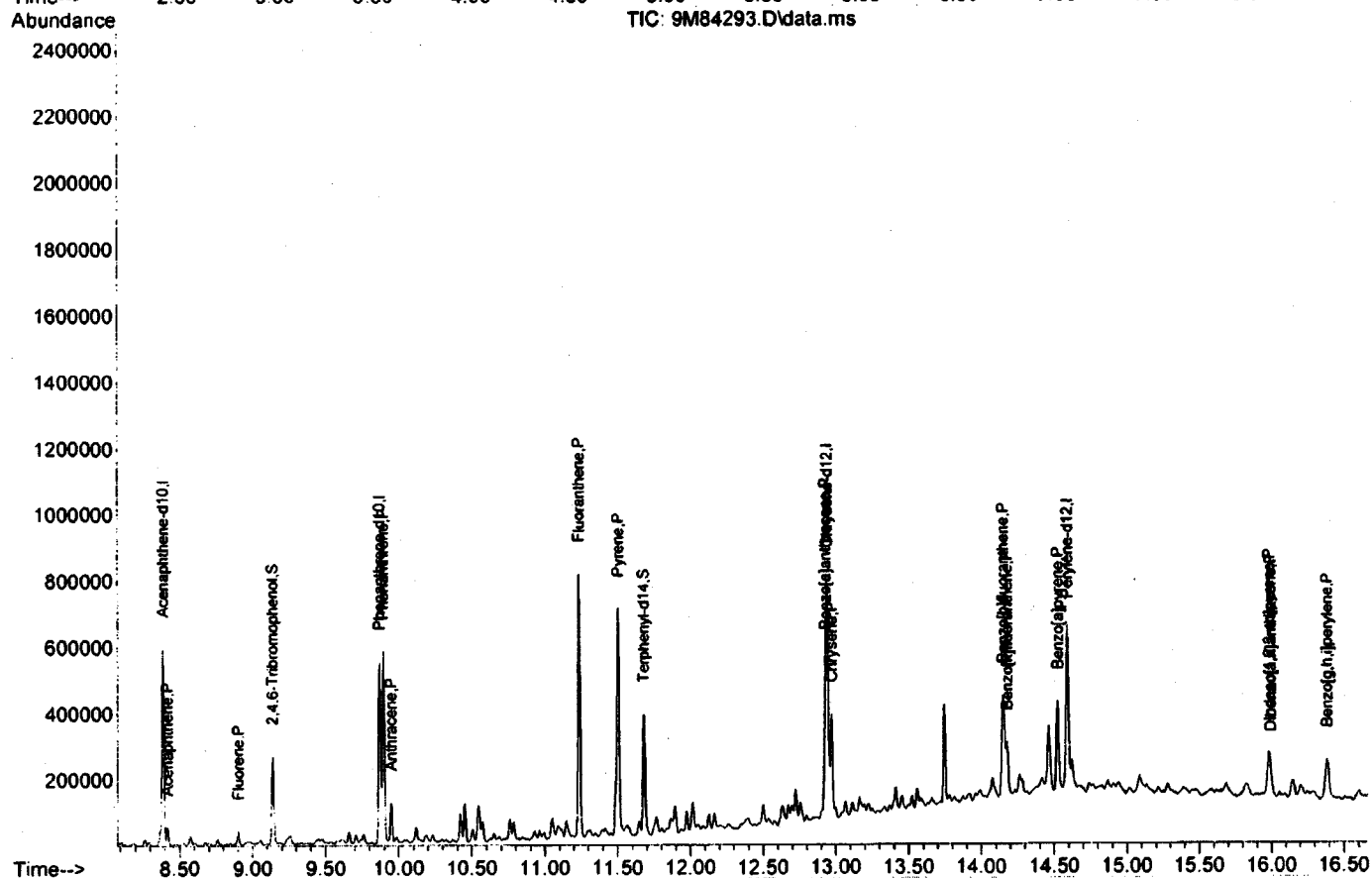
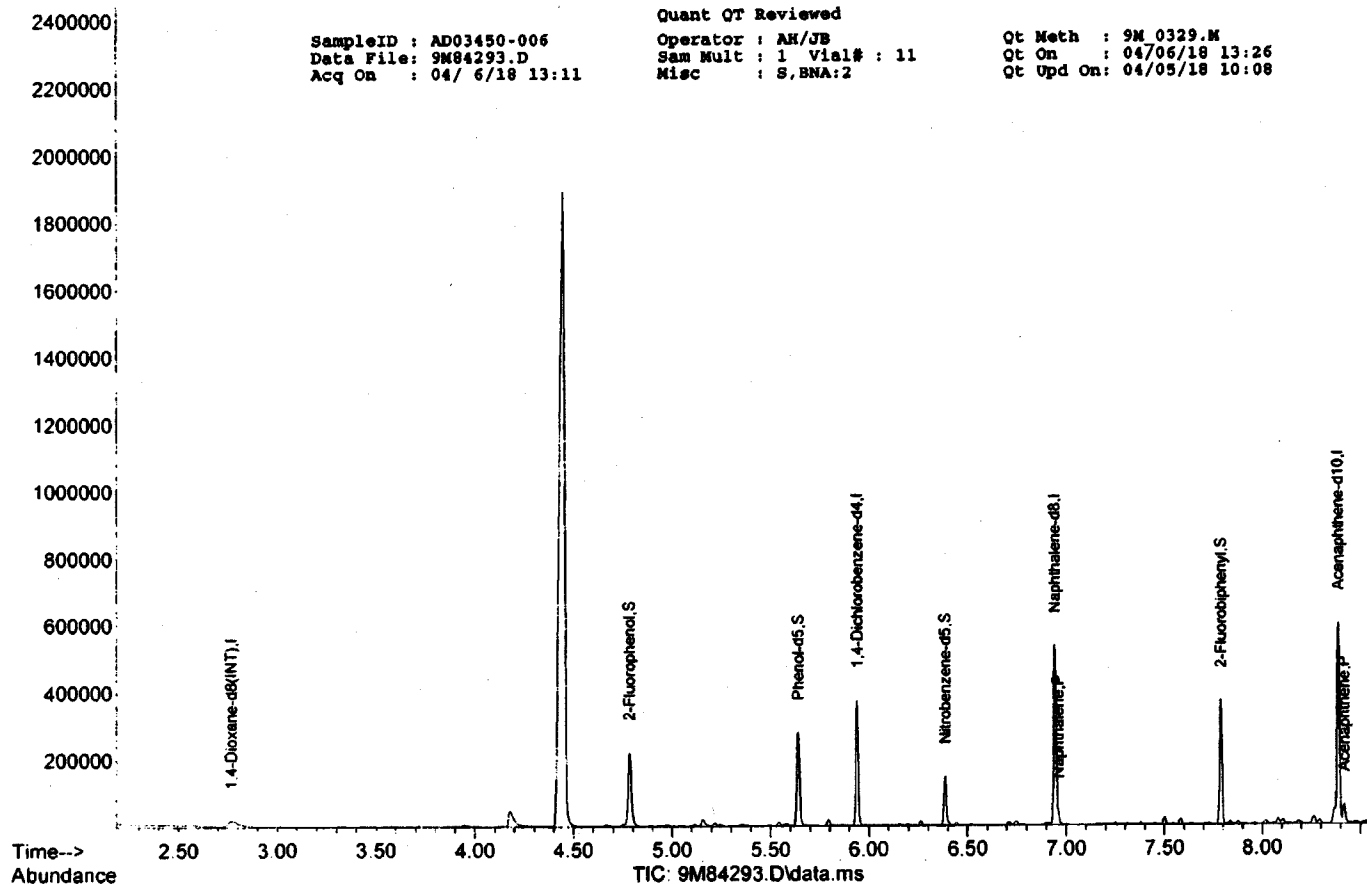
Abundance

TIC: 9M84293.D\data.ms

SampleID : AD03450-006
 Data File: 9M84293.D
 Acq On : 04/ 6/18 13:11

Quant QT Reviewed
 Operator : AH/JB
 Sam Mult : 1 Vial# : 11
 Misc : S,BNA:2

Qt Meth : 9M 0329.M
 Qt On : 04/06/18 13:26
 Qt Upd On: 04/05/18 10:08



Form1
ORGANICS SEMIVOLATILE REPORT

Sample Number: SMB67620

Client Id:

Data File: 9M84274.D

Analysis Date: 04/05/18 15:16

Date Rec/Extracted: NA-04/05/18

Column: DB-5MS 30M 0.250mm ID 0.25um film

Method: EPA 8270D

Matrix: Soil

Initial Vol: 30g

Final Vol: 0.5ml

Dilution: 1

Solids: 100

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
91-57-6	2-Methylnaphthalene	0.033	U	218-01-9	Chrysene	0.033	U
83-32-9	Acenaphthene	0.033	U	53-70-3	Dibenzo[a,h]anthracene	0.033	U
208-96-8	Acenaphthylene	0.033	U	206-44-0	Fluoranthene	0.033	U
120-12-7	Anthracene	0.033	U	86-73-7	Fluorene	0.033	U
56-55-3	Benzo[a]anthracene	0.033	U	193-39-5	Indeno[1,2,3-cd]pyrene	0.033	U
50-32-8	Benzo[a]pyrene	0.033	U	91-20-3	Naphthalene	0.0083	U
205-99-2	Benzo[b]fluoranthene	0.033	U	85-01-8	Phenanthrene	0.033	U
191-24-2	Benzo[g,h,i]perylene	0.033	U	129-00-0	Pyrene	0.033	U
207-08-9	Benzo[k]fluoranthene	0.033	U				

Worksheet #: 459077

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used

Chlordane (Total) is sum of α-Chlordane and γ-Chlordane.

SampleID : SMB67620
 Data File: 9M84274.D
 Acq On : 04/ 5/18 15:16

Operator : AH/JB
 Sam Mult : 1 Vial# : 15
 Misc : S,BNA

Qt Meth : 9M_0329.M
 Qt On : 04/05/18 15:44
 Qt Upd On: 04/05/18 10:08

Data Path : G:\GcMsData\2018\GCMS_9\Data\04-05-18\
 Qt Path : G:\GCMSDATA\2018\GCMS_9\MethodQt\
 Qt Resp Via : Initial Calibration

Compound	R.T.	QIon	Response	Conc	Units	Dev(Min)

Internal Standards						
7) 1,4-Dioxane-d8 (INT)	2.744	96	26077	40.00	ng	0.00
21) 1,4-Dichlorobenzene-d4	5.938	152	55795	40.00	ng	0.00
31) Naphthalene-d8	6.943	136	207420	40.00	ng	0.00
50) Acenaphthene-d10	8.390	164	123436	40.00	ng	0.00
77) Phenanthrene-d10	9.870	188	211342	40.00	ng	0.00
91) Chrysene-d12	12.942	240	211114	40.00	ng	0.00
103) Perylene-d12	14.590	264	193560	40.00	ng	0.01

System Monitoring Compounds						
11) 2-Fluorophenol	4.781	112	169279	99.41	ng	0.01
Spiked Amount	100.000		Recovery	=	99.41%	
16) Phenol-d5	5.639	99	210344	100.36	ng	0.00
Spiked Amount	100.000		Recovery	=	100.36%	
32) Nitrobenzene-d5	6.386	128	43915	49.83	ng	0.00
Spiked Amount	50.000		Recovery	=	99.66%	
55) 2-Fluorobiphenyl	7.790	172	213314	49.69	ng	0.00
Spiked Amount	50.000		Recovery	=	99.38%	
80) 2,4,6-Tribromophenol	9.140	330	65998	111.43	ng	0.00
Spiked Amount	100.000		Recovery	=	111.43%	
94) Terphenyl-d14	11.683	244	213801	60.68	ng	0.00
Spiked Amount	50.000		Recovery	=	121.36%	

Target Compounds Qvalue

(#) = qualifier out of range (m) = manual integration (+) = signals summed

Handwritten signature

Abundance

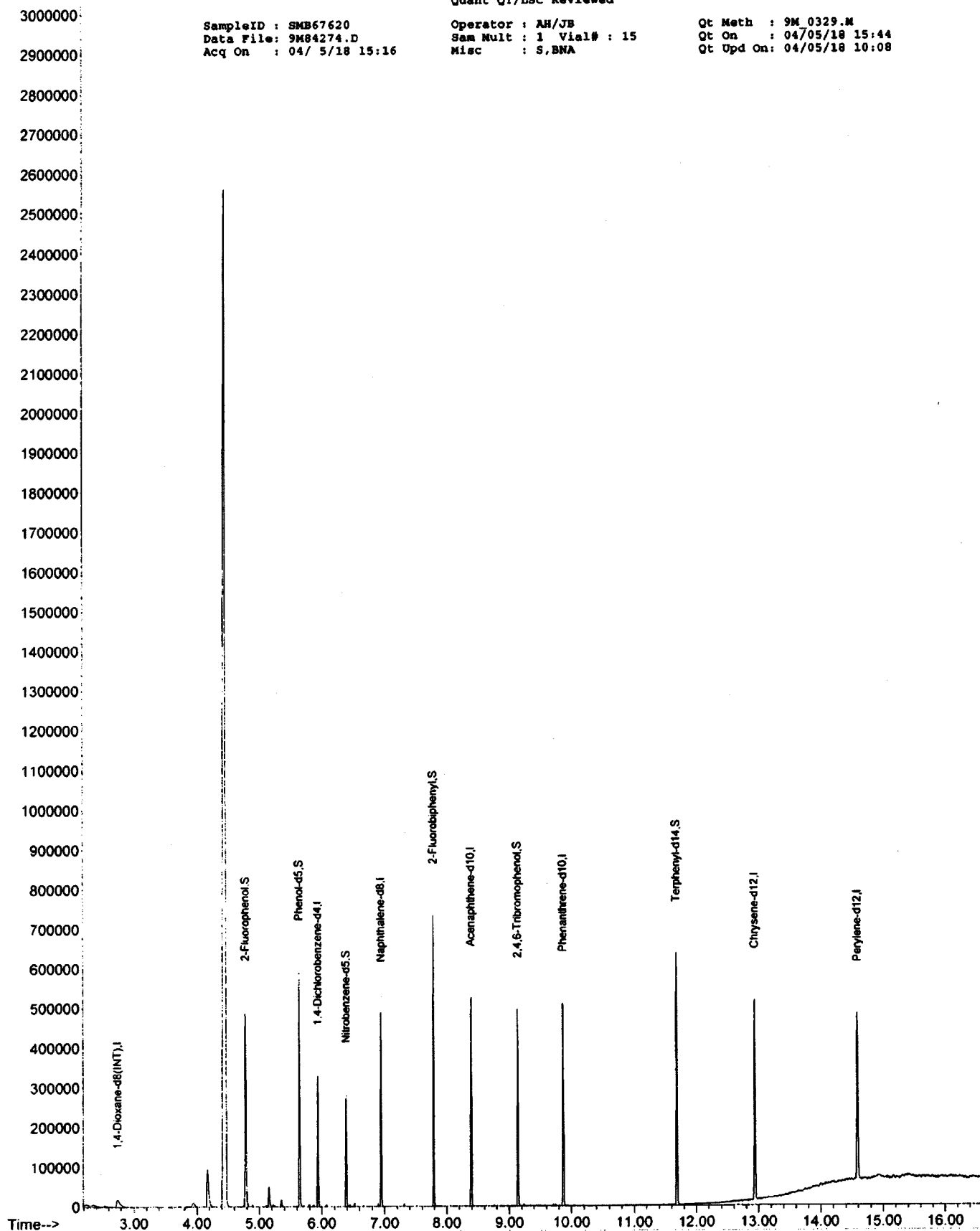
TIC: 9M84274.D\data.ms

Quant QT/LSC Reviewed

SampleID : SMB67620
Data File: 9M84274.D
Acq On : 04/ 5/18 15:16

Operator : AH/JB
Sam Mult : 1 Vial# : 15
Misc : S,BNA

Qt Meth : 9M_0329.M
Qt On : 04/05/18 15:44
Qt Upd On: 04/05/18 10:08



FORM2

Surrogate Recovery

Method: EPA 8270D

Dfile	Sample#	Matrix	Date/Time	Surr Dil	Dilute Out Flag	Column1 S1 Recov	Column1 S2 Recov	Column1 S3 Recov	Column1 S4 Recov	Column1 S5 Recov	Column1 S6 Recov
9M84274.D	SMB67620	S	04/05/18 15:16	1		NA	NA	100	99	NA	121
9M84290.D	AD03450-002	S	04/06/18 12:00	1		NA	NA	78	82	NA	93
9M84295.D	AD03450-004(3X)	S	04/06/18 13:58	3		NA	NA	96	97	NA	111
9M84293.D	AD03450-006	S	04/06/18 13:11	2		NA	NA	91	92	NA	109
9M84273.D	SMB67620(MS)	S	04/05/18 14:52	1		NA	NA	110	111	NA	134
9M84285.D	AD03443-004	S	04/06/18 10:03	1		NA	NA	74	78	NA	102
9M84286.D	AD03443-004(MS)	S	04/06/18 10:27	1		NA	NA	90	93	NA	105
9M84287.D	AD03443-004(MSD)	S	04/06/18 10:50	1		NA	NA	76	79	NA	94

Flags: SD=Surrogate diluted out

*=Surrogate out

Method: EPA 8270D

Soil Laboratory Limits

Compound	Spike Amt	Limits
S1=2-Fluorophenol	100	43-128
S2=Phenol-d5	100	49-129
S3=Nitrobenzene-d5	50	52-129
S4=2-Fluorobiphenyl	50	58-125
S5=2,4,6-Tribromophenol	100	54-145
S6=Terphenyl-d14	50	58-148

Form3
Recovery Data Laboratory Limits
QC Batch: SMB67620

8040431 0081

Data File	Sample ID:	Analysis Date
Spike or Dup: 9M84273.D	SMB67620(MS)	4/5/2018 2:52:00 PM
Non Spike (If applicable):		
Inst Blank (If applicable):		
Method: 8270D	Matrix: Soil	QC Type: MBS

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Pyridine	1	22.7026	0	50	45	1	150
N-Nitrosodimethylamine	1	36.9266	0	50	74	50	130
Benzaldehyde	1	50.307	0	50	101	20	150
Aniline	1	32.5347	0	50	65	20	150
Pentachloroethane	1	38.543	0	50	77	50	130
bis(2-Chloroethyl)ether	1	34.5234	0	50	69	50	130
N-Decane	1	31.9167	0	50	64	20	130
1,3-Dichlorobenzene	1	37.3276	0	50	75	60	130
1,4-Dichlorobenzene	1	36.0854	0	50	72	60	130
1,2-Dichlorobenzene	1	36.3453	0	50	73	50	130
Benzyl alcohol	1	37.0233	0	50	74	20	130
bis(2-chloroisopropyl)ether	1	32.3918	0	50	65	40	130
Acetophenone	1	43.2763	0	50	87	50	130
Hexachloroethane	1	33.3422	0	50	67	50	130
N-Nitroso-di-n-propylamine	1	34.6932	0	50	69	40	130
Nitrobenzene	1	37.4259	0	50	75	70	130
Isophorone	1	36.2883	0	50	73	60	130
Benzoic Acid	1	79.7043	0	100	80	20	130
bis(2-Chloroethoxy)methane	1	36.5684	0	50	73	60	130
1,2,4-Trichlorobenzene	1	37.5334	0	50	75	50	130
Naphthalene	1	34.5264	0	50	69	50	130
4-Chloroaniline	1	35.1492	0	50	70	10	150
Hexachlorobutadiene	1	37.5415	0	50	75	60	130
Caprolactam	1	50.0549	0	50	100	50	130
2-Methylnaphthalene	1	37.439	0	50	75	70	130
1-Methylnaphthalene	1	39.8959	0	50	80	70	130
1,1'-Biphenyl	1	39.6485	0	50	79	60	130
1,2,4,5-Tetrachlorobenzene	1	45.6284	0	50	91	70	130
Hexachlorocyclopentadiene	1	7.1475	0	50	14*	20	160
2-Chloronaphthalene	1	38.0251	0	50	76	70	130
1,4-Dimethylnaphthalene	1	38.1334	0	50	76	70	130
Diphenyl Ether	1	46.3407	0	50	93	70	130
2-Nitroaniline	1	39.4492	0	50	79	50	130
Coumarin	1	41.5738	0	50	83	70	130
Acenaphthylene	1	38.6916	0	50	77	70	130
Dimethylphthalate	1	37.6751	0	50	75	70	130
2,6-Dinitrotoluene	1	37.1274	0	50	74	70	130
Acenaphthene	1	36.641	0	50	73	50	130
3-Nitroaniline	1	40.2365	0	50	80	10	130
Dibenzofuran	1	36.1478	0	50	72	70	130
2,4-Dinitrotoluene	1	37.8848	0	50	76	40	130
Fluorene	1	36.6345	0	50	73	50	130
4-Chlorophenyl-phenylether	1	37.7655	0	50	76	70	130
Diethylphthalate	1	38.781	0	50	78	70	130
4-Nitroaniline	1	38.0542	0	50	76	50	130
Atrazine	1	49.8876	0	50	100	50	130
n-Nitrosodiphenylamine	1	33.1196	0	50	66	50	130
1,2-Diphenylhydrazine	1	37.976	0	50	76	70	130
4-Bromophenyl-phenylether	1	40.3	0	50	81	70	130
Hexachlorobenzene	1	39.02	0	50	78	70	130
N-Octadecane	1	46.2636	0	50	93	70	130
Phenanthrene	1	37.128	0	50	74	70	130
Anthracene	1	36.5455	0	50	73	70	130
Carbazole	1	37.3889	0	50	75	70	130
Di-n-butylphthalate	1	40.209	0	50	80	70	130
Fluoranthene	1	36.3125	0	50	73	70	130
Pyrene	1	40.9023	0	50	82	50	130
Benzidine	1	21.3473	0	50	43	1	130
Butylbenzylphthalate	1	43.4738	0	50	87	50	130
3,3'-Dichlorobenzidine	1	54.7102	0	50	109	10	130
Benzo[a]anthracene	1	38.7034	0	50	77	70	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits

8040431 0082

QC Batch: SMB67620

Chrysene	1	34.543	0	50	69	60	130
bis(2-Ethylhexyl)phthalate	1	43.5138	0	50	87	70	130
Di-n-octylphthalate	1	43.8478	0	50	88	70	130
Benzo[b]fluoranthene	1	38.5407	0	50	77	70	130
Benzo[k]fluoranthene	1	37.8009	0	50	76	70	130
Benzo[a]pyrene	1	34.0736	0	50	68*	70	130
Indeno[1,2,3-cd]pyrene	1	31.9814	0	50	64*	70	130
Dibenzo[a,h]anthracene	1	30.8141	0	50	62	60	130
Benzo[g,h,i]perylene	1	28.3271	0	50	57*	70	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
QC Batch: SMB67620

8040431 0083

Data File		Sample ID:		Analysis Date			
Spike or Dup: 9M84286.D		AD03443-004(MS)		4/6/2018 10:27:00 AM			
Non Spike(If applicable): 9M84285.D		AD03443-004		4/6/2018 10:03:00 AM			
Inst Blank(If applicable):							
Method: 8270D		Matrix: Soil		QC Type: MS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Pyridine	1	19.6964	0	50	39	1	150
N-Nitrosodimethylamine	1	31.3623	0	50	63	50	130
Benzaldehyde	1	42.615	0	50	85	20	150
Aniline	1	32.0394	0	50	64	20	150
Pentachloroethane	1	32.8869	0	50	66	50	130
bis(2-Chloroethyl)ether	1	29.8925	0	50	60	50	130
N-Decane	1	28.2259	0	50	56	20	130
1,3-Dichlorobenzene	1	31.8725	0	50	64	60	130
1,4-Dichlorobenzene	1	31.011	0	50	62	60	130
1,2-Dichlorobenzene	1	31.1874	0	50	62	50	130
Benzyl alcohol	1	32.5044	0	50	65	20	130
bis(2-chloroisopropyl)ether	1	28.0367	0	50	56	40	130
Acetophenone	1	37.9216	0	50	76	50	130
Hexachloroethane	1	30.6364	0	50	61	50	130
N-Nitroso-di-n-propylamine	1	30.5738	0	50	61	40	130
Nitrobenzene	1	32.2816	0	50	65*	70	130
Isophorone	1	31.4922	0	50	63	60	130
Benzoic Acid	1	68.4524	0	100	68	20	130
bis(2-Chloroethoxy)methane	1	32.0229	0	50	64	60	130
1,2,4-Trichlorobenzene	1	31.627	0	50	63	50	130
Naphthalene	1	29.75	0	50	60	50	130
4-Chloroaniline	1	31.5976	0	50	63	10	150
Hexachlorobutadiene	1	32.7773	0	50	66	60	130
Caprolactam	1	44.8846	0	50	90	50	130
2-Methylnaphthalene	1	32.6514	0	50	65*	70	130
1-Methylnaphthalene	1	35.0959	0	50	70	70	130
1,1'-Biphenyl	1	34.8368	0	50	70	60	130
1,2,4,5-Tetrachlorobenzene	1	39.5727	0	50	79	70	130
Hexachlorocyclopentadiene	1	16.5427	0	50	33	20	160
2-Chloronaphthalene	1	33.0539	0	50	66*	70	130
1,4-Dimethylnaphthalene	1	33.9758	0	50	68*	70	130
Diphenyl Ether	1	40.4326	0	50	81	70	130
2-Nitroaniline	1	35.4483	0	50	71	50	130
Coumarin	1	36.7159	0	50	73	70	130
Acenaphthylene	1	34.1257	0	50	68*	70	130
Dimethylphthalate	1	33.7879	0	50	68*	70	130
2,6-Dinitrotoluene	1	34.4463	0	50	69*	70	130
Acenaphthene	1	32.0202	0	50	64	50	130
3-Nitroaniline	1	35.6	0	50	71	10	130
Dibenzofuran	1	32.0353	0	50	64*	70	130
2,4-Dinitrotoluene	1	34.9573	0	50	70	40	130
Fluorene	1	33.1784	0	50	66	50	130
4-Chlorophenyl-phenylether	1	33.5404	0	50	67*	70	130
Diethylphthalate	1	34.4611	0	50	69*	70	130
4-Nitroaniline	1	34.0547	0	50	68	50	130
Atrazine	1	44.9732	0	50	90	50	130
n-Nitrosodiphenylamine	1	27.8705	0	50	56	50	130
1,2-Diphenylhydrazine	1	32.812	0	50	66*	70	130
4-Bromophenyl-phenylether	1	34.224	0	50	68*	70	130
Hexachlorobenzene	1	33.2236	0	50	66*	70	130
N-Octadecane	1	39.4458	0	50	79	70	130
Phenanthrene	1	31.9334	0	50	64*	70	130
Anthracene	1	31.4357	0	50	63*	70	130
Carbazole	1	32.114	0	50	64*	70	130
Di-n-butylphthalate	1	35.0038	0	50	70	70	130
Fluoranthene	1	32.9965	0	50	66*	70	130
Pyrene	1	34.1993	0	50	68	50	130
Benzidine	1	6.0218	0	50	12	1	130
Butylbenzylphthalate	1	36.4302	0	50	73	50	130
3,3'-Dichlorobenzidine	1	40.0428	0	50	80	10	130
Benzo[a]anthracene	1	33.4561	0	50	67*	70	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits

8848431 0084

QC Batch: SMB67620

Chrysene	1	29.9816	0	50	60	60	130
bis(2-Ethylhexyl)phthalate	1	36.9271	0	50	74	70	130
Di-n-octylphthalate	1	38.078	0	50	76	70	130
Benzo[b]fluoranthene	1	33.7237	0	50	67*	70	130
Benzo[k]fluoranthene	1	32.6606	0	50	65*	70	130
Benzo[a]pyrene	1	30.3118	0	50	61*	70	130
Indeno[1,2,3-cd]pyrene	1	33.2024	0	50	66*	70	130
Dibenzo[a,h]anthracene	1	31.32	0	50	63	60	130
Benzo[g,h,i]perylene	1	31.4588	0	50	63*	70	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
QC Batch: SMB67620

8040431 0085

Data File	Sample ID:	Analysis Date
Spike or Dup: 9M84287.D	AD03443-004(MSD)	4/6/2018 10:50:00 AM
Non Spike(if applicable): 9M84285.D	AD03443-004	4/6/2018 10:03:00 AM
Inst Blank(if applicable):		
Method: 8270D	Matrix: Soil	QC Type: MSD

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Pyridine	1	16.186	0	50	32	1	150
N-Nitrosodimethylamine	1	25.9721	0	50	52	50	130
Benzaldehyde	1	34.8729	0	50	70	20	150
Aniline	1	26.4085	0	50	53	20	150
Pentachloroethane	1	26.3611	0	50	53	50	130
bis(2-Chloroethyl)ether	1	24.2966	0	50	49*	50	130
N-Decane	1	23.4005	0	50	47	20	130
1,3-Dichlorobenzene	1	26.1839	0	50	52*	60	130
1,4-Dichlorobenzene	1	25.7571	0	50	52*	60	130
1,2-Dichlorobenzene	1	25.4415	0	50	51	50	130
Benzyl alcohol	1	27.3594	0	50	55	20	130
bis(2-chloroisopropyl)ether	1	23.06	0	50	46	40	130
Acetophenone	1	30.9887	0	50	62	50	130
Hexachloroethane	1	25.1204	0	50	50	50	130
N-Nitroso-di-n-propylamine	1	25.3608	0	50	51	40	130
Nitrobenzene	1	26.2185	0	50	52*	70	130
Isophorone	1	26.4815	0	50	53*	60	130
Benzoic Acid	1	47.6516	0	100	48	20	130
bis(2-Chloroethoxy)methane	1	26.2547	0	50	53*	60	130
1,2,4-Trichlorobenzene	1	25.7614	0	50	52	50	130
Naphthalene	1	24.1006	0	50	48*	50	130
4-Chloroaniline	1	26.4779	0	50	53	10	150
Hexachlorobutadiene	1	26.3815	0	50	53*	60	130
Caprolactam	1	38.663	0	50	77	50	130
2-Methylnaphthalene	1	27.0749	0	50	54*	70	130
1-Methylnaphthalene	1	28.9191	0	50	58*	70	130
1,1'-Biphenyl	1	29.1601	0	50	58*	60	130
1,2,4,5-Tetrachlorobenzene	1	32.6134	0	50	65*	70	130
Hexachlorocyclopentadiene	1	11.7717	0	50	24	20	160
2-Chloronaphthalene	1	27.5451	0	50	55*	70	130
1,4-Dimethylnaphthalene	1	28.5693	0	50	57*	70	130
Diphenyl Ether	1	33.9904	0	50	68*	70	130
2-Nitroaniline	1	30.6508	0	50	61	50	130
Coumarin	1	31.4116	0	50	63*	70	130
Acenaphthylene	1	28.6086	0	50	57*	70	130
Dimethylphthalate	1	28.8597	0	50	58*	70	130
2,6-Dinitrotoluene	1	28.7	0	50	57*	70	130
Acenaphthene	1	27.4111	0	50	55	50	130
3-Nitroaniline	1	31.8969	0	50	64*	70	130
Dibenzofuran	1	26.9245	0	50	54*	70	130
2,4-Dinitrotoluene	1	30.5382	0	50	61	40	130
Fluorene	1	28.0182	0	50	56	50	130
4-Chlorophenyl-phenylether	1	28.1518	0	50	56*	70	130
Diethylphthalate	1	30.0422	0	50	60*	70	130
4-Nitroaniline	1	29.1965	0	50	58	50	130
Atrazine	1	38.5507	0	50	77	50	130
n-Nitrosodiphenylamine	1	24.5325	0	50	49*	50	130
1,2-Diphenylhydrazine	1	28.3665	0	50	57*	70	130
4-Bromophenyl-phenylether	1	29.4184	0	50	59*	70	130
Hexachlorobenzene	1	28.4518	0	50	57*	70	130
N-Octadecane	1	34.6419	0	50	69*	70	130
Phenanthrene	1	28.1241	0	50	56*	70	130
Anthracene	1	27.6387	0	50	55*	70	130
Carbazole	1	28.9693	0	50	58*	70	130
Di-n-butylphthalate	1	30.389	0	50	61*	70	130
Fluoranthene	1	28.7487	0	50	57*	70	130
Pyrene	1	30.3963	0	50	61	50	130
Benzidine	1	6.0137	0	50	12	1	130
Butylbenzylphthalate	1	31.9248	0	50	64	50	130
3,3'-Dichlorobenzidine	1	36.6317	0	50	73	10	130
Benzo[a]anthracene	1	29.5146	0	50	59*	70	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits

8040431 0086

QC Batch: SMB67620

Chrysene	1	26.1578	0	50	52*	60	130
bis(2-Ethylhexyl)phthalate	1	32.4955	0	50	65*	70	130
Di-n-octylphthalate	1	33.104	0	50	66*	70	130
Benzo[b]fluoranthene	1	30.0159	0	50	60*	70	130
Benzo[k]fluoranthene	1	28.3193	0	50	57*	70	130
Benzo[a]pyrene	1	26.6237	0	50	53*	70	130
Indeno[1,2,3-cd]pyrene	1	28.6022	0	50	57*	70	130
Dibenzo[a,h]anthracene	1	27.0404	0	50	54*	60	130
Benzo[g,h,i]perylene	1	27.3574	0	50	55*	70	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
RPD Data Laboratory Limits
QC Batch: SMB67620

8040431 0087

Data File	Sample ID:	Analysis Date
Spike or Dup: 9M84287.D	AD03443-004(MSD)	4/6/2018 10:50:00 AM
Duplicate(if applicable): 9M84286.D	AD03443-004(MS)	4/6/2018 10:27:00 AM
Inst Blank(if applicable):		
Method: 8270D	Matrix: Soil	QC Type: MSD

Analyte:	Column	Dup/MSD/MSD Conc	Sample/MS/MBS Conc	RPD	Limit
Pyridine	1	16.186	19.6964	20	30
N-Nitrosodimethylamine	1	25.9721	31.3623	19	30
Benzaldehyde	1	34.8729	42.615	20	30
Aniline	1	26.4085	32.0394	19	30
Pentachloroethane	1	26.3611	32.8869	22	30
bis(2-Chloroethyl)ether	1	24.2966	29.8925	21	30
N-Decane	1	23.4005	28.2259	19	30
1,3-Dichlorobenzene	1	26.1839	31.8725	20	30
1,4-Dichlorobenzene	1	25.7571	31.011	19	40
1,2-Dichlorobenzene	1	25.4415	31.1874	20	30
Benzyl alcohol	1	27.3594	32.5044	17	30
bis(2-chloroisopropyl)ether	1	23.06	28.0367	19	30
Acetophenone	1	30.9887	37.9216	20	30
Hexachloroethane	1	25.1204	30.6364	20	30
N-Nitroso-di-n-propylamine	1	25.3608	30.5738	19	40
Nitrobenzene	1	26.2185	32.2816	21	30
Isophorone	1	26.4815	31.4922	17	30
Benzoic Acid	1	47.6516	68.4524	36*	30
bis(2-Chloroethoxy)methane	1	26.2547	32.0229	20	30
1,2,4-Trichlorobenzene	1	25.7614	31.627	20	40
Naphthalene	1	24.1006	29.75	21	40
4-Chloroaniline	1	26.4779	31.5976	18	30
Hexachlorobutadiene	1	26.3815	32.7773	22	30
Caprolactam	1	38.663	44.8846	15	30
2-Methylnaphthalene	1	27.0749	32.6514	19	30
1-Methylnaphthalene	1	28.9191	35.0959	19	30
1,1'-Biphenyl	1	29.1601	34.8368	18	30
1,2,4,5-Tetrachlorobenzene	1	32.6134	39.5727	19	30
Hexachlorocyclopentadiene	1	11.7717	16.5427	34*	30
2-Chloronaphthalene	1	27.5451	33.0539	18	30
1,4-Dimethylnaphthalene	1	28.5693	33.9758	17	30
Diphenyl Ether	1	33.9904	40.4326	17	30
2-Nitroaniline	1	30.6508	35.4483	15	30
Coumarin	1	31.4116	36.7159	16	30
Acenaphthylene	1	28.6086	34.1257	18	30
Dimethylphthalate	1	28.8597	33.7879	16	30
2,6-Dinitrotoluene	1	28.7	34.4463	18	30
Acenaphthene	1	27.4111	32.0202	16	40
3-Nitroaniline	1	31.8969	35.6	11	30
Dibenzofuran	1	26.9245	32.0353	17	30
2,4-Dinitrotoluene	1	30.5382	34.9573	13	40
Fluorene	1	28.0182	33.1784	17	40
4-Chlorophenyl-phenylether	1	28.1518	33.5404	17	30
Diethylphthalate	1	30.0422	34.4611	14	30
4-Nitroaniline	1	29.1965	34.0547	15	30
Atrazine	1	38.5507	44.9732	15	30
n-Nitrosodiphenylamine	1	24.5325	27.8705	13	30
1,2-Diphenylhydrazine	1	28.3665	32.812	15	30
4-Bromophenyl-phenylether	1	29.4184	34.224	15	30
Hexachlorobenzene	1	28.4518	33.2236	15	30
N-Octadecane	1	34.6419	39.4458	13	30
Phenanthrene	1	28.1241	31.9334	13	30
Anthracene	1	27.6387	31.4357	13	30
Carbazole	1	28.9693	32.114	10	30
Di-n-butylphthalate	1	30.389	35.0038	14	30
Fluoranthene	1	28.7487	32.9965	14	30
Pyrene	1	30.3963	34.1993	12	40
Benzidine	1	6.0137	6.0218	0.13	30
Butylbenzylphthalate	1	31.9248	36.4302	13	40
3,3'-Dichlorobenzidine	1	36.6317	40.0428	8.9	30
Benzo[a]anthracene	1	29.5146	33.4561	13	30
Chrysene	1	26.1578	29.9816	14	30
bis(2-Ethylhexyl)phthalate	1	32.4955	36.9271	13	30

Form3
RPD Data Laboratory Limits

8840431 0088

QC Batch: SMB67620

Di-n-octylphthalate	1	33.104	38.078	14	30
Benzo[b]fluoranthene	1	30.0159	33.7237	12	30
Benzo[k]fluoranthene	1	28.3193	32.6606	14	30
Benzo[a]pyrene	1	26.6237	30.3118	13	30
Indeno[1,2,3-cd]pyrene	1	28.6022	33.2024	15	30
Dibenzo[a,h]anthracene	1	27.0404	31.32	15	30
Benzo[g,h,i]perylene	1	27.3574	31.4588	14	30

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

FORM 4
Blank SummaryBlank Number: SMB67620
Blank Data File: 9M84274.D
Matrix: SoilBlank Analysis Date: 04/05/18 15:16
Blank Extraction Date: 04/05/18
(If Applicable)
Method: EPA 8270D

Sample Number	Data File	Analysis Date
AD03450-002	9M84290.D	04/06/18 12:00
AD03450-004(3X)	9M84295.D	04/06/18 13:58
AD03450-006	9M84293.D	04/06/18 13:11
AD03443-004(MSD)	9M84287.D	04/06/18 10:50
AD03443-004(MS)	9M84286.D	04/06/18 10:27
AD03443-004	9M84285.D	04/06/18 10:03
SMB67620(MS)	9M84273.D	04/05/18 14:52

Form 5

8040431 0090

Tune Name: CAL DFTPP

Data File: 9M84111.D

Instrument: GCMS 9

Analysis Date: 03/29/18 08:44

Method: EPA 8270D

Tune Scan/Time Range: Average of 10.131 to 10.137 min

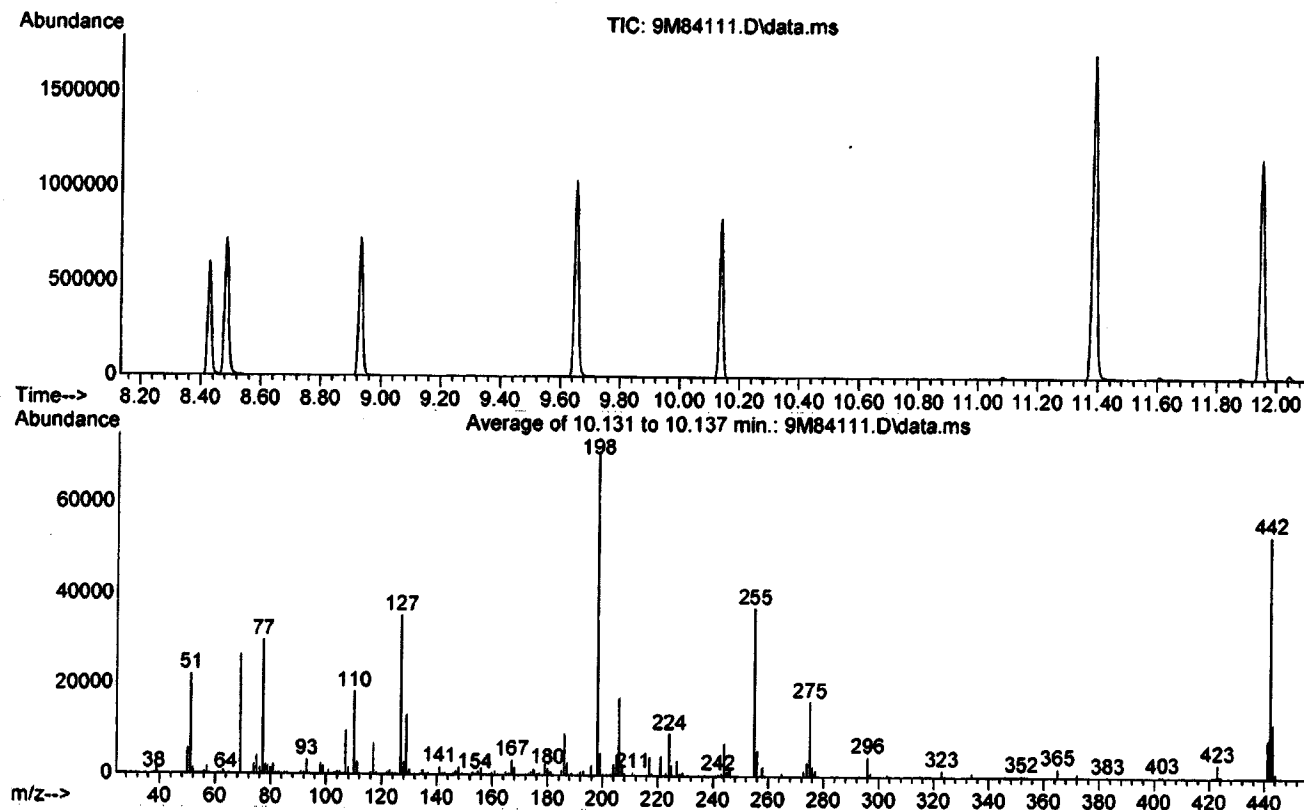
Tgt Mass	Rel Mass	Lo Lim	Hi Lim	Rel Abund	Raw Abund	Pass/ Fail
51	198	30	60	31.0	22197	PASS
68	69	0.00	2	0.0	0	PASS
69	198	0.00	100	37.1	26557	PASS
70	69	0.00	2	0.4	95	PASS
127	198	40	60	49.4	35355	PASS
197	198	0.00	1	0.0	0	PASS
198	198	100	100	100.0	71549	PASS
199	198	5	9	6.9	4942	PASS
275	198	10	30	23.1	16544	PASS
365	198	1	100	2.8	1974	PASS
441	443	0.01	100	71.3	8546	PASS
442	198	40	100	74.8	53499	PASS
443	442	17	23	22.4	11984	PASS

Data File	Sample Number	Analysis Date:
9M84112.D	CAL BNA@10PPM	03/28/18 09:08
9M84113.D	CAL BNA@2PPM	03/29/18 09:32
9M84114.D	CAL BNA@196PP	03/29/18 09:55
9M84115.D	CAL BNA@160PP	03/29/18 10:18
9M84116.D	CAL BNA@120PP	03/29/18 10:41
9M84117.D	CAL BNA@80PPM	03/29/18 11:05
9M84118.D	CAL BNA@20PPM	03/29/18 11:28
9M84119.D	CAL BNA@.5PPM	03/29/18 11:51
9M84120.D	CAL BNA@50PPM	03/29/18 12:15
9M84121.D	ICV BNA@50PPM	03/29/18 12:38

Data Path : G:\GCMSData\2018\GCMS_9\Data\03-29-18\
Data File : 9M84111.D
Acq On : 29 Mar 2018 8:44
Operator : AH/JB
Sample : CAL DFPP
Misc : A,BNA
ALS Vial : 1 Sample Multiplier: 1

Integration File: LSCINT.P

Method : G:\GCMSDATA\2018\GCMS_9\MethodQt\9M_0226.M
Title : @GCMS_9,mg,625,8270
Last Update : Mon Feb 26 17:06:08 2018



Spectrum Information: Average of 10.131 to 10.137 min.

Target Mass	Rel. to Mass	Lower Limit%	Upper Limit%	Rel. Abn%	Raw Abn	Result Pass/Fail
51	198	30	60	31.0	22197	PASS
68	69	0.00	2	0.0	0	PASS
69	198	0.00	100	37.1	26557	PASS
70	69	0.00	2	0.4	95	PASS
127	198	40	60	49.4	35355	PASS
197	198	0.00	1	0.0	0	PASS
198	198	100	100	100.0	71549	PASS
199	198	5	9	6.9	4942	PASS
275	198	10	30	23.1	16544	PASS
365	198	1	100	2.8	1974	PASS
441	443	0.01	100	71.3	8546	PASS
442	198	40	100	74.8	53499	PASS
443	442	17	23	22.4	11984	PASS

Form 5

8840431 0092

Tune Name: CAL DFTPP

Data File: 9M84260.D

Instrument: GCMS 9

Analysis Date: 04/05/18 09:21

Method: EPA 8270D

Tune Scan/Time Range: Average of 10.129 to 10.132 min

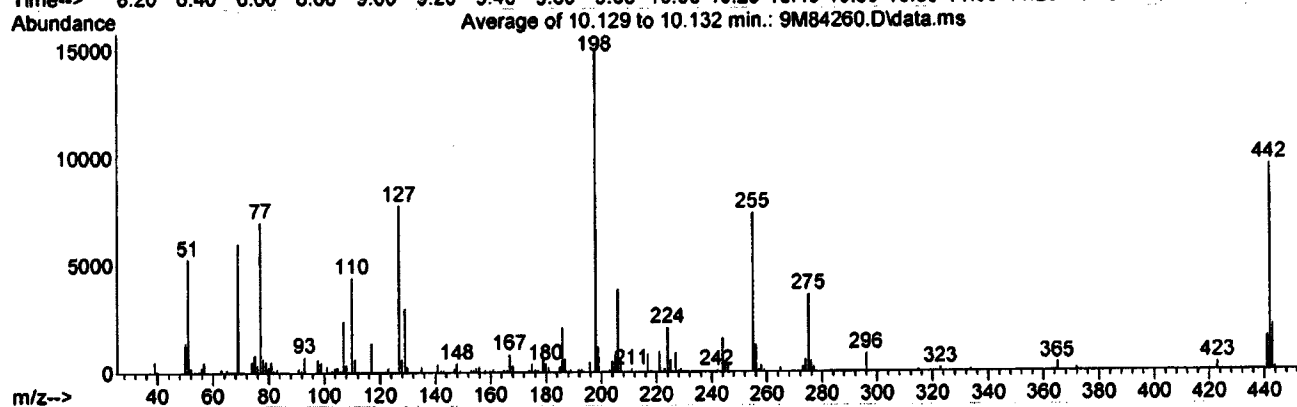
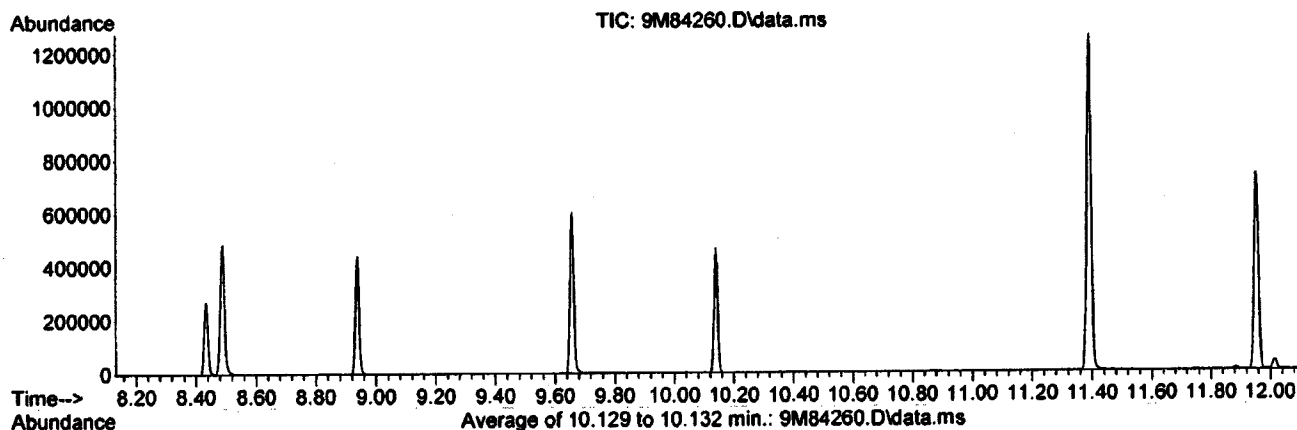
Tgt	Rel	Lo	Hi	Rel	Raw	Pass/
Mass	Mass	Lim	Lim	Abund	Abund	Fail
51	198	30	60	35.0	5271	PASS
68	69	0.00	2	0.0	0	PASS
69	198	0.00	100	39.9	5998	PASS
70	69	0.00	2	0.0	0	PASS
127	198	40	60	51.7	7773	PASS
197	198	0.00	1	0.0	0	PASS
198	198	100	100	100.0	15048	PASS
199	198	5	9	7.7	1166	PASS
275	198	10	30	23.9	3600	PASS
365	198	1	100	2.6	392	PASS
441	443	0.01	100	75.4	1589	PASS
442	198	40	100	63.5	9559	PASS
443	442	17	23	22.0	2108	PASS

Data File	Sample Number	Analysis Date:
9M84261.D	CAL BNA@50PPM	04/05/18 09:50
9M84262.D	AD03329-001	04/05/18 10:33
9M84263.D	AD03361-001	04/05/18 10:56
9M84264.D	AD03361-002	04/05/18 11:20
9M84265.D	AD03382-001	04/05/18 11:43
9M84266.D	AD03352-010	04/05/18 12:07
9M84267.D	AD03352-009	04/05/18 12:31
9M84268.D	AD03352-011	04/05/18 12:54
9M84269.D	AD03352-012	04/05/18 13:18
9M84270.D	AD03416-004(3X)	04/05/18 13:41
9M84271.D	AD03416-001(3X)	04/05/18 14:05
9M84272.D	AD03415-002(5X)	04/05/18 14:29
9M84273.D	SMB67620(MS)	04/05/18 14:52
9M84274.D	SMB67620	04/05/18 15:16
9M84275.D	AD03407-001	04/05/18 15:40
9M84276.D	AD03408-001	04/05/18 16:04
9M84277.D	AD03410-002	04/05/18 16:28
9M84278.D	AD03404-001	04/05/18 16:51
9M84279.D	AD03411-001	04/05/18 17:15
9M84280.D	WMB67617	04/05/18 17:39
9M84281.D	AD03387-001	04/05/18 18:03
9M84282.D	AD03387-002	04/05/18 18:27

Data Path : G:\GcMsData\2018\GCMS_9\Data\04-05-18\
Data File : 9M84260.D
Acq On : 5 Apr 2018 9:21
Operator : AH/JB
Sample : CAL DFTPP
Misc : A,BNA
ALS Vial : 1 Sample Multiplier: 1

Integration File: LSCINT.P

Method : G:\GCMSDATA\2018\GCMS_9\MethodQt\9M_0329.M
Title : @GCMS_9,mg,625,8270
Last Update : Thu Mar 29 12:36:47 2018



Spectrum Information: Average of 10.129 to 10.132 min.

Target Mass	Rel. to Mass	Lower Limit%	Upper Limit%	Rel. Abn%	Raw Abn	Result Pass/Fail
51	198	30	60	35.0	5271	PASS
68	69	0.00	2	0.0	0	PASS
69	198	0.00	100	39.9	5998	PASS
70	69	0.00	2	0.0	0	PASS
127	198	40	60	51.7	7773	PASS
197	198	0.00	1	0.0	0	PASS
198	198	100	100	100.0	15048	PASS
199	198	5	9	7.7	1166	PASS
275	198	10	30	23.9	3600	PASS
365	198	1	100	2.6	392	PASS
441	443	0.01	100	75.4	1589	PASS
442	198	40	100	63.5	9559	PASS
443	442	17	23	22.0	2108	PASS

Form 5

8040431 0094

Tune Name: CAL DFTPP

Data File: 9M84283.D

Instrument: GCMS 9

Analysis Date: 04/06/18 08:49

Method: EPA 8270D

Tune Scan/Time Range: Average of 10.137 to 10.140 min

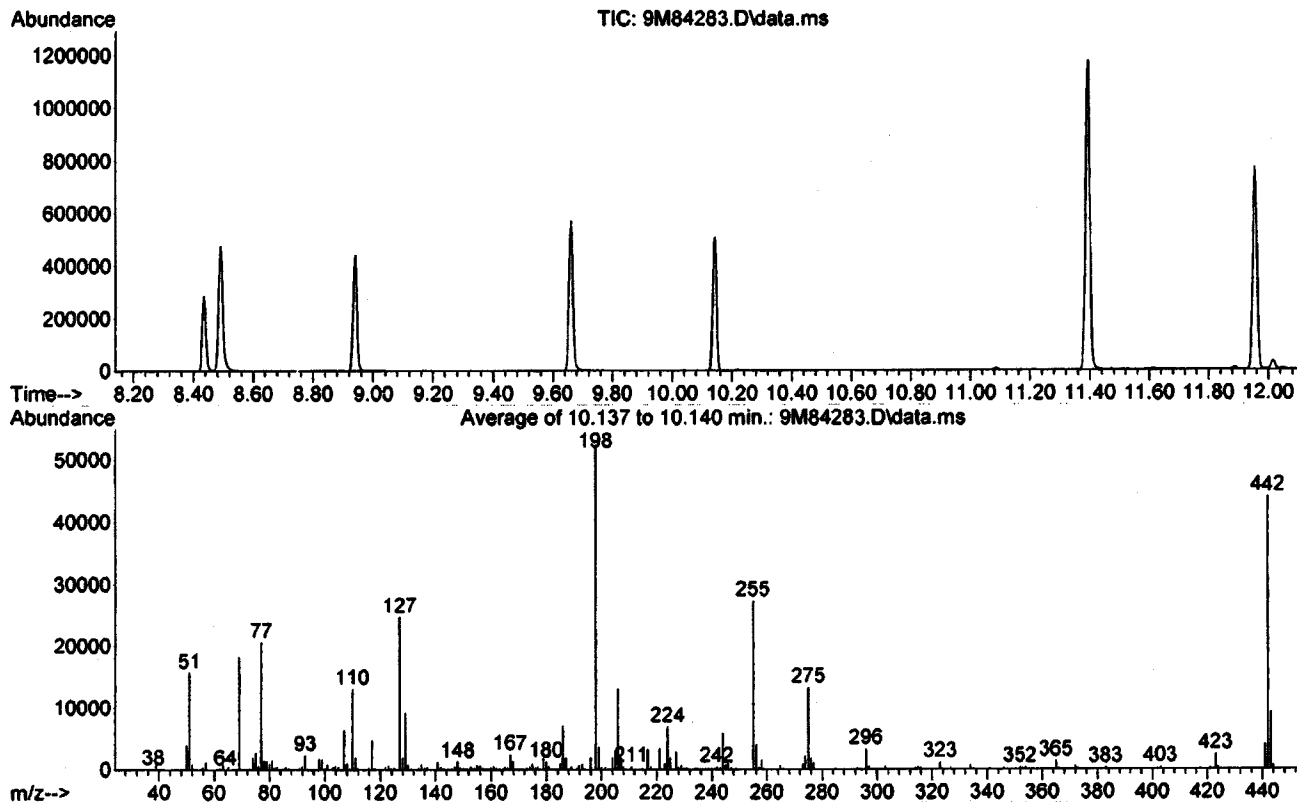
Tgt Mass	Rel Mass	Lo Lim	Hi Lim	Rel Abund	Raw Abund	Pass/ Fail
51	198	30	60	30.0	15713	PASS
68	69	0.00	2	0.0	0	PASS
69	198	0.00	100	34.9	18280	PASS
70	69	0.00	2	0.0	0	PASS
127	198	40	60	47.2	24720	PASS
197	198	0.00	1	0.0	0	PASS
198	198	100	100	100.0	52320	PASS
199	198	5	9	7.0	3665	PASS
275	198	10	30	25.3	13231	PASS
365	198	1	100	2.6	1339	PASS
441	443	0.01	100	44.0	4065	PASS
442	198	40	100	84.1	44012	PASS
443	442	17	23	21.0	9228	PASS

Data File	Sample Number	Analysis Date:
9M84284.D	CAL BNA/050PPM	04/06/18 09:12
9M84285.D	AD03443-004	04/06/18 10:03
9M84286.D	AD03443-004(MS)	04/06/18 10:27
9M84287.D	AD03443-004(MSD)	04/06/18 10:50
9M84288.D	AD03443-001	04/06/18 11:14
9M84289.D	AD03443-003	04/06/18 11:37
9M84290.D	AD03450-002	04/06/18 12:00
9M84291.D	AD03439-001	04/06/18 12:24
9M84292.D	AD03315-002	04/06/18 12:47
9M84293.D	AD03450-006	04/06/18 13:11
9M84294.D	AD03331-001	04/06/18 13:34
9M84295.D	AD03450-004(3X)	04/06/18 13:58
9M84296.D	AD03288-025(3X)	04/06/18 14:21
9M84297.D	AD03288-026(3X)	04/06/18 14:44
9M84298.D	AD03288-027(3X)	04/06/18 15:08
9M84299.D	AD03315-002(5X)	04/06/18 15:31
9M84300.D	SMB67627	04/06/18 15:55
9M84301.D	AD03331-001(10X)	04/06/18 16:18
9M84302.D	SMB67627(MS)	04/06/18 16:42
9M84303.D	SMB67627(MS)/D	04/06/18 17:06

Data Path : G:\GcMsData\2018\GCMS_9\Data\04-06-18\
 Data File : 9M84283.D
 Acq On : 6 Apr 2018 8:49
 Operator : AH/JB
 Sample : CAL DFTPP
 Misc : A,BNA
 ALS Vial : 1 Sample Multiplier: 1

Integration File: LSCINT.P

Method : G:\GCMSDATA\2018\GCMS_9\MethodQt\9M_0329.M
 Title : @GCMS_9,mg,625,8270
 Last Update : Thu Mar 29 12:36:47 2018



Spectrum Information: Average of 10.137 to 10.140 min.

Target Mass	Rel. to Mass	Lower Limit%	Upper Limit%	Rel. Abn%	Raw Abn	Result Pass/Fail
51	198	30	60	30.0	15713	PASS
68	69	0.00	2	0.0	0	PASS
69	198	0.00	100	34.9	18280	PASS
70	69	0.00	2	0.0	0	PASS
127	198	40	60	47.2	24720	PASS
197	198	0.00	1	0.0	0	PASS
198	198	100	100	100.0	52320	PASS
199	198	5	9	7.0	3665	PASS
275	198	10	30	25.3	13231	PASS
365	198	1	100	2.6	1339	PASS
441	443	0.01	100	44.0	4065	PASS
442	198	40	100	84.1	44012	PASS
443	442	17	23	21.0	9228	PASS

Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Level #:	Data File:	Cal Identifier:	Analysis Date/Time																	
1	9M84120.D	CAL BNA@50PPM	03/29/18 12:15	2	9M84113.D	CAL BNA@20PPM	03/29/18 09:32																	
3	9M84112.D	CAL BNA@10PPM	03/29/18 09:08	4	9M84118.D	CAL BNA@20PPM	03/29/18 11:28																	
5	9M84117.D	CAL BNA@80PPM	03/29/18 11:05	6	9M84116.D	CAL BNA@120PPM	03/29/18 10:41																	
7	9M84115.D	CAL BNA@160PPM	03/29/18 10:18	8	9M84114.D	CAL BNA@196PPM	03/29/18 09:55																	
9	9M84119.D	CAL BNA@5PPM	03/29/18 11:51																					
Compound	Col Mtr. Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	RF9	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8	Lvl9
1,4-Dioxane	1 0 Avg	1.0721	1.2141	1.1490	1.0720	1.0751	1.0552	1.0855	1.0743	1.3033	1.122.79	1.00	1.00	7.5	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Pyridine	1 0 Avg	3.3056	3.3398	2.9955	3.2095	3.4483	3.3395	3.4194	3.3495	---	3.303.27	1.00	1.00	4.3	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
N-Nitrosodimethylamine	1 0 Avg	1.8034	1.7651	1.6411	1.7604	1.8818	1.8153	1.8633	1.8239	---	1.793.21	1.00	1.00	4.2	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
2-Fluorophenol	1 0 Avg	2.5645	2.8136	2.4273	2.5094	2.6293	2.6296	2.6844	2.6370	---	2.614.77	1.00	1.00	4.4	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Benzaldehyde	1 0 Avg	1.7455	2.0220	1.9246	2.0996	1.6502	1.3755	1.3367	1.2932	---	1.685.57	0.999	0.996	19	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Aniline	1 0 Avg	4.2995	3.4676	2.7590	4.1229	4.5297	4.2712	4.3234	4.1663	5.0186	4.115.66	0.999	0.999	16	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Pentachloroethane	1 0 Avg	0.9216	1.0713	0.8677	0.9335	0.9671	0.9434	0.9546	0.9470	---	0.9515.70	1.00	1.00	6.0	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
bis(2-Chloroethyl)ether	1 0 Avg	2.9073	3.5563	2.7672	3.0115	3.0512	2.9679	3.0129	2.9767	4.4868	3.195.71	1.00	1.00	17	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Phenol-d5	1 0 Avg	3.1762	3.5615	2.9259	3.2146	3.2609	3.1999	3.2329	3.1483	---	3.225.64	1.00	1.00	5.4	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Phenol	1 0 Avg	4.1478	4.6583	3.8401	4.2214	4.3404	4.1811	4.2044	4.0674	---	4.215.65	0.999	1.00	5.5	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
2-Chlorophenol	1 0 Avg	3.1905	3.6515	3.1040	3.2444	3.4502	3.3418	3.4266	3.4083	---	3.355.76	1.00	1.00	5.1	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
N-Decane	1 0 Avg	2.4813	2.9081	2.4247	2.5375	2.5808	2.4031	2.4136	2.3799	---	2.525.79	0.999	1.00	6.9	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1,3-Dichlorobenzene	1 0 Avg	3.7399	4.2788	3.5175	3.6787	3.8898	3.7969	3.8275	3.8452	---	3.825.89	1.00	1.00	5.7	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1,4-Dichlorobenzene	1 0 Avg	1.8254	2.1659	1.7522	1.8429	1.8847	1.8682	1.8083	1.8612	---	1.885.95	0.999	0.999	6.6	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1,2-Dichlorobenzene	1 0 Avg	1.7405	2.0980	1.6705	1.7498	1.7761	1.7579	1.7285	1.7834	---	1.796.07	1.00	1.00	7.3	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Benzyl alcohol	1 0 Avg	1.0402	1.0934	0.9617	1.0507	1.0848	1.0669	1.0481	1.0746	---	1.056.05	1.00	1.00	3.9	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
bis(2-chloroisopropyl)ether	1 0 Avg	1.5163	1.8648	1.5320	1.5662	1.4992	1.4240	1.3486	1.3451	---	1.516.15	0.998	1.00	11	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
2-Methylphenol	1 0 Avg	1.4348	1.5782	1.3614	1.4533	1.4723	1.4320	1.3918	1.4236	2.1090	1.526.14	1.00	1.00	15	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Acetophenone	1 0 Avg	1.8286	2.1878	1.7360	1.8770	1.8555	1.7373	1.6653	1.6506	---	1.826.26	0.998	1.00	9.4	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Hexachloroethane	1 0 Avg	0.6464	0.7539	0.6373	0.6528	0.6707	0.6548	0.6456	0.6626	---	0.666.35	1.00	1.00	5.6	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
N-Nitroso-di-n-propylamine	1 0 Avg	0.9543	1.1337	0.9336	0.9953	0.9588	0.8851	0.8318	0.8308	1.3122	0.982.62	0.996	0.999	16	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
3,4-Methylenediphenol	1 0 Avg	1.5090	1.6998	1.4438	1.5328	1.5402	1.4593	1.3831	1.3665	2.1799	1.576.26	0.997	1.00	16	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Nitrobenzene-d5	1 0 Avg	0.1653	0.1815	0.1591	0.1659	0.1724	0.1746	0.1705	0.1701	---	0.170.63	1.00	1.00	4.0	25.00	1.00	5.00	10.00	40.00	60.00	80.00	98.00	0.50	
Nitrobenzene	1 0 Avg	0.3926	0.4417	0.3744	0.3755	0.3898	0.3917	0.3723	0.3713	---	0.389.64	0.999	1.00	6.0	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Isophorone	1 0 Avg	0.7217	0.8158	0.6872	0.7164	0.7190	0.7184	0.6806	0.6880	---	0.718.68	0.999	1.00	6.0	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
2-Nitrophenol	1 0 Avg	0.2315	0.2385	0.2111	0.2272	0.2389	0.2452	0.2329	0.2311	---	0.232.65	0.999	0.999	4.4	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
2,4-Dimethylphenol	1 0 Avg	0.4090	0.4650	0.3952	0.4026	0.4109	0.4132	0.3902	0.3891	0.5459	0.425.67	0.999	1.00	12	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Benzoic Acid	1 0 Quc	0.1561	---	0.0582	0.1029	0.1992	0.2221	0.2177	0.2205	---	0.168.67	0.998	0.998	39	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
bis(2-Chloroethoxy)methane	1 0 Avg	0.4541	0.5315	0.4429	0.4465	0.4591	0.4566	0.4314	0.4346	---	0.457.67	0.998	1.00	6.9	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1,2-Dichlorophenol	1 0 Avg	0.3583	0.3915	0.3326	0.3528	0.3559	0.3740	0.3587	0.3568	0.4720	0.374.64	0.999	1.00	11	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1,2,4-Trichlorobenzene	1 0 Avg	0.4001	0.4711	0.3830	0.3948	0.4048	0.4185	0.3953	0.3979	---	0.408.69	0.999	0.999	6.7	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Naphthalene	1 0 Avg	1.2466	1.4999	1.1996	1.2156	1.2590	1.2613	1.2003	1.1866	1.8668	1.336.96	0.999	1.00	17	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
4-Chloroaniline	1 0 Quc	0.4723	0.3847	0.2962	0.4181	0.4537	0.4058	0.3387	0.3023	0.5322	0.400.69	0.972	0.993	20	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Hexachlorobutadiene	1 0 Avg	0.2144	0.2514	0.2028	0.2100	0.2208	0.2258	0.2171	0.2184	---	0.220.74	0.999	1.00	6.6	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Caproaldehyde	1 0 Avg	0.1173	0.0992	0.0979	0.1127	0.1189	0.1203	0.1255	0.1273	---	0.115.72	0.999	1.00	9.6	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
4-Chloro-3-methylphenol	1 0 Avg	0.3481	0.3787	0.3241	0.3421	0.3495	0.3582	0.3403	0.3419	---	0.348.73	0.999	1.00	4.5	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
2-Methylnaphthalene	1 0 Avg	0.8773	1.0275	0.8353	0.8795	0.8888	0.8925	0.8403	0.8424	---	0.865.75	0.999	0.999	7.0	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1-Methylnaphthalene	1 0 Avg	0.8543	1.0052	0.8206	0.8231	0.8510	0.8657	0.8178	0.8073	---	0.856.75	0.998	1.00	7.5	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
Methylnaphthalenes (1+2)	1 0 Avg	0.8656	1.0164	0.8268	0.8533	0.8710	0.8800	0.8292	0.8248	---	0.871.75	0.999	1.00	7.2	100.0	4.00	20.00	40.00	160.0	240.0	320.0	392.0	0.50	
1,1'-Bi(phenyl)	1 0 Avg	0.9089	1.0401	0.8714	0.8817	0.9192	0.9348	0.8897	0.8918	---	0.917.88	0.999	1.00	5.9	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	
1,2,4,5-Tetrachloroben	1 0 Avg	0.5830	0.6999	0.5694	0.5741	0.5944	0.6140	0.6007	0.6069	---	0.605.73	1.00	1.00	6.8	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	0.50	

Flags

a - failed the min of criteria

c - failed the minimum correlation coeff criteria (if applicable)

Note:

Corr 1 = Correlation Coefficient for linear Eq.

Corr 2 = Correlation Coefficient for quad Eq.

Fit = Indicates whether Avg Rt, Linear, or Quadratic Curve was used for compound.

Method: EPA 8270D

Form 6
Initial Calibration

Instrument: GCMS_9

Level #:	Data File:		Cal Identifier:		Analysis Date/Time		Level #:	Data File:		Cal Identifier:		Analysis Date/Time														
	1	2	3	4	5	6		7	8	9	10	11	12													
1	9M84120.D	CAL BNA@50PPM	03/29/18 12:15	2	9M84113.D	CAL BNA@20PPM	03/29/18 09:32	3	9M84112.D	CAL BNA@10PPM	03/29/18 11:28	4	9M84118.D	CAL BNA@20PPM	03/29/18 10:41											
3	9M84112.D	CAL BNA@10PPM	03/29/18 09:08	4	9M84116.D	CAL BNA@120PPM	03/29/18 10:41	5	9M84117.D	CAL BNA@80PPM	03/29/18 11:05	6	9M84116.D	CAL BNA@120PPM	03/29/18 09:55											
5	9M84117.D	CAL BNA@80PPM	03/29/18 11:05	6	9M84116.D	CAL BNA@120PPM	03/29/18 09:55	7	9M84115.D	CAL BNA@160PPM	03/29/18 10:18	8	9M84114.D	CAL BNA@196PPM	03/29/18 09:55											
9	9M84119.D	CAL BNA@5PPM	03/29/18 11:51																							
Compound	Col	Mr	Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	RF9	AvgRt	RT	Corr1	Corr2	%Rsd	LW1	LW2	LW3	LW4	LW5	LW6	LW7	LW8	LW9
Hexachlorocyclopenta	1	0	Qua	0.3351	0.2259	0.2432	0.2930	0.3686	0.3952	0.3959	0.4016	---	0.3327	6.2	0.999	0.999	21	0.05	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,4,6-Trichlorophenol	1	0	Avg	0.4246	0.4547	0.4086	0.4064	0.4352	0.4541	0.4451	0.4460	---	0.4347	7.2	1.00	1.00	4.4	0.20	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,4,5-Trichlorophenol	1	0	Avg	0.4610	0.4515	0.4300	0.4378	0.4723	0.4917	0.4789	0.4894	---	0.4647	7.6	0.999	1.00	5.0	0.20	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2-Fluorobiphenyl	1	0	Avg	1.3371	1.6076	1.3202	1.3291	1.3629	1.4022	1.3736	1.3959	---	1.3977	7.9	1.00	1.00	6.7	---	25.00	1.00	5.00	10.00	40.00	60.00	80.00	98.00
2-Chloronaphthalene	1	0	Avg	1.3131	1.5438	1.2937	1.2868	1.3227	1.3613	1.3265	1.3321	---	1.3579	9.0	1.00	1.00	6.1	0.80	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
1,4-Dimethylnaphthalene	1	0	Avg	0.9377	1.0821	0.9091	0.9264	0.9339	0.9460	0.9037	0.8844	---	0.9408	8.19	0.999	1.00	6.5	---	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Dibenzofuran	1	0	Avg	0.9377	1.0821	0.9091	0.9264	0.9339	0.9460	0.9037	0.8844	---	0.9408	8.19	0.999	1.00	6.5	---	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Dibenzofuran	1	0	Avg	0.9377	1.0821	0.9091	0.9264	0.9339	0.9460	0.9037	0.8844	---	0.9408	8.19	0.999	1.00	6.5	---	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2-Nitroaniline	1	0	Avg	0.3956	0.4119	0.3747	0.3757	0.3948	0.3926	0.3805	0.3783	---	0.3887	7.98	0.999	1.00	3.3	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Coumarin	1	0	Avg	0.4712	0.5265	0.4481	0.4606	0.4690	0.4759	0.4520	0.4467	---	0.4698	8.17	0.999	1.00	5.5	---	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Acenaphthylene	1	0	Avg	2.0742	2.3042	2.0160	1.9981	2.0927	2.1175	2.0714	2.0814	---	2.0988	8.26	1.00	1.00	4.5	0.90	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Diethylnaphthalene	1	0	Avg	1.4885	1.7169	1.4253	1.4666	1.4993	1.5266	1.5008	1.5039	---	1.5288	8.12	1.00	1.00	5.7	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,6-Dinitrotoluene	1	0	Avg	0.3468	0.3678	0.3284	0.3397	0.3477	0.3523	0.3386	0.3347	---	0.3458	8.18	0.999	1.00	3.5	0.20	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Acenaphthene	1	0	Avg	1.3956	1.6533	1.3559	1.3655	1.4022	1.4386	1.3864	1.3814	---	1.4284	8.42	0.999	1.00	6.8	0.90	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
3-Nitroaniline	1	0	Avg	0.3910	0.3527	0.3115	0.3595	0.3780	0.3602	0.3305	0.3178	---	0.3508	8.34	0.992	1.00	8.1	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,4-Dinitrophenol	1	0	Qua	0.1844	---	0.0987	0.1391	0.2101	0.2311	0.2342	0.2379	---	0.1918	8.43	0.998	0.999	28	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Dibenzofuran	1	0	Avg	1.9373	2.3124	1.8606	1.8961	1.9034	1.9727	1.9273	1.9448	2.8044	2.0685	8.57	1.00	1.00	15	0.80	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,4-Dinitrotoluene	1	0	Avg	0.4600	0.4171	0.4178	0.4387	0.4658	0.4832	0.4678	0.4709	---	0.4538	8.54	1.00	1.00	5.5	0.20	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
4-Nitrophenol	1	0	Avg	0.2400	0.2095	0.2222	0.2342	0.2432	0.2550	0.2504	0.2579	---	0.2398	8.49	0.999	1.00	7.0	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,3,4,6-Tetrachlorophenol	1	0	Avg	0.3735	0.3578	0.3318	0.3628	0.3978	0.4154	0.4134	0.4240	---	0.3858	8.68	0.999	1.00	8.6	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Fluorene	1	0	Avg	1.5749	1.7847	1.5136	1.5255	1.5594	1.6214	1.5851	1.5884	---	1.6088	8.90	1.00	1.00	5.2	0.90	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
4-Chlorophenyl-phenyl	1	0	Avg	0.7672	0.8530	0.7276	0.7478	0.7784	0.8071	0.7833	0.7914	---	0.7828	8.89	1.00	1.00	4.9	0.40	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Diethylbthalate	1	0	Avg	1.4645	1.6682	1.4366	1.4378	1.4902	1.5158	1.4728	1.5013	---	1.5087	8.76	1.00	1.00	4.9	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
4-Nitroaniline	1	0	Avg	0.4509	0.4106	0.3924	0.4187	0.4509	0.4625	0.4475	0.4533	---	0.4368	8.91	1.00	1.00	5.8	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Atazine	1	0	Avg	0.4161	0.4300	0.3880	0.4029	0.4209	0.4329	0.4248	0.4341	---	0.4199	8.93	1.00	1.00	3.8	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
4,6-Dinitro-2-methylphenol	1	0	Qua	0.1363	---	0.0861	0.1151	0.1553	0.1610	0.1619	0.1645	---	0.1408	9.53	1.00	1.00	21	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
n-Nitrosodibenzylamine	1	0	Avg	0.7778	0.8571	0.7379	0.7576	0.7905	0.7889	0.7798	0.7710	---	0.7839	9.00	1.00	1.00	4.4	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
2,4,6-Trichlorophenol	1	0	Avg	0.1090	0.0932	0.0971	0.1047	0.1207	0.1225	0.1241	0.1251	---	0.1129	9.14	0.999	1.00	11	---	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
1,2-Dibenzylhydrazine	1	0	Avg	0.7619	0.8469	0.7453	0.7666	0.7676	0.7480	0.7271	0.7174	---	0.7599	9.05	0.999	1.00	5.2	---	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
4-Bromobiphenyl-phenyl	1	0	Avg	0.2527	0.2675	0.2407	0.2436	0.2617	0.2675	0.2655	0.2646	---	0.2589	9.38	1.00	1.00	4.2	0.10	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Hexachlorobenzene	1	0	Avg	0.2758	0.3121	0.2574	0.2636	0.2914	0.2980	0.2984	0.2998	---	0.2879	9.45	0.995	0.999	6.7	0.10	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
n-Octadecane	1	0	Avg	0.3818	0.3979	0.3655	0.3841	0.3809	0.3638	0.3387	0.3297	---	0.3689	9.71	0.995	1.00	6.4	0.05	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Pentachlorophenol	1	0	Qua	0.1285	---	0.0785	0.0991	0.1526	0.1655	0.1693	0.1755	---	0.1389	9.65	0.998	0.999	27	0.05	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Phenanthrene	1	0	Avg	1.3513	1.5610	1.3104	1.3164	1.3722	1.3864	1.3372	1.3346	---	1.3798	9.89	0.999	1.00	5.9	0.70	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Anthracene	1	0	Avg	1.3677	1.5286	1.3197	1.3171	1.4175	1.4316	1.3882	1.3749	---	1.4095	9.95	0.999	1.00	4.4	0.70	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Carbazole	1	0	Avg	1.2309	1.3406	1.1823	1.2037	1.2599	1.2507	1.2177	1.2153	---	1.2410	10.12	1.00	1.00	3.9	0.01								

Flags: a - failed the min of criteria
c - failed the minimum correlation coefficient criteria (if applicable)

Note: Corr 1 = Correlation Coefficient for linear Eq.
Corr 2 = Correlation Coefficient for quad Eq.
Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound

Avg Rsd: 7.82

Page 2 of 3

Method: EPA 8270D

Form 6

Initial Calibration

Instrument: GCMS_9

Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Level #:	Data File:	Cal Identifier:	Analysis Date/Time
1	9M84120.D	CAL BNA@50PPM	03/29/18 12:15	2	9M84113.D	CAL BNA@2PPM	03/29/18 09:32
3	9M84112.D	CAL BNA@10PPM	03/29/18 09:08	4	9M84118.D	CAL BNA@20PPM	03/29/18 11:28
5	9M84117.D	CAL BNA@80PPM	03/29/18 11:05	6	9M84116.D	CAL BNA@120PPM	03/29/18 10:41
7	9M84115.D	CAL BNA@160PPM	03/29/18 10:18	8	9M84114.D	CAL BNA@186PPM	03/29/18 09:55
9	9M84119.D	CAL BNA@5PPM	03/29/18 11:51				

Compound	Col	Mr	Ft	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	RF9	AVGRT	RT	Corr1	Corr2	%Rsd	LV1	LV2	LV3	LV4	LV5	LV6	LV7	LV8	LV9
4,4'-DDE	1	0	Avd	0.2118	0.2437	0.2064	0.2113	0.2186	0.2237	0.2161	0.2152	---	0.218	11.67	0.999	1.00	5.3	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	
4,4'-DDD	1	0	Avd	0.3656	0.3696	0.3374	0.3556	0.3791	0.3901	0.3786	0.3741	---	0.369	12.01	0.999	0.999	4.4	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	
Butylbenzophthalate	1	0	Avd	0.5605	0.5582	0.5401	0.5430	0.5774	0.5866	0.5574	0.5528	---	0.560	12.26	0.999	1.00	2.8	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
4,4'-DDT	1	0	Avd	0.3253	0.3206	0.3035	0.3084	0.3434	0.3541	0.3384	0.3427	---	0.330	12.37	0.999	0.999	5.5	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0	
3,3'-Dichlorobenzidine	1	0	Que	0.3279	0.2888	0.1979	0.2520	0.3225	0.2885	0.2678	0.2500	---	0.276	12.89	0.982	0.999	16	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Benzofluoranthene	1	0	Avd	1.2568	1.4692	1.2241	1.2363	1.2940	1.3197	1.2699	1.2577	---	1.29	12.92	0.999	1.00	6.1	0.80	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Chrysene	1	0	Avd	1.2131	1.3908	1.1911	1.1882	1.2265	1.2608	1.2054	1.1968	---	1.23	12.97	0.999	1.00	5.5	0.70	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
bis(2-Ethylhexyl)phthal	1	0	Avd	0.7988	0.8249	0.7711	0.7698	0.8179	0.8340	0.7926	0.7700	---	0.797	12.95	0.998	0.999	3.3	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Di-n-octylphthalate	1	0	Avd	1.4202	1.3964	1.3412	1.3405	1.4756	1.5534	1.4999	1.4374	---	1.43	13.70	0.998	0.999	5.2	0.01	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Benzofluoranthene	1	0	Avd	1.2878	1.4273	1.2338	1.2978	1.3923	1.4438	1.3721	1.3922	---	1.36	14.14	0.999	0.999	5.5	0.70	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Benzofluoranthene	1	0	Avd	1.3781	1.5126	1.2505	1.2607	1.3717	1.4469	1.4667	1.3818	---	1.38	14.17	0.998	0.998	6.7	0.70	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Benzofluoranthene	1	0	Avd	1.2756	1.3702	1.2009	1.2258	1.3210	1.4037	1.3616	1.3393	---	1.31	14.52	0.999	0.999	5.5	0.70	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Indeno[1,2,3-cd]pyren	1	0	Avd	1.4492	1.5677	1.3555	1.3874	1.5263	1.5898	1.5830	1.5237	---	1.50	15.97	0.999	0.999	6.0	0.50	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Dibenzofluoranthene	1	0	Avd	1.2314	1.3086	1.1344	1.1735	1.3121	1.3653	1.3638	1.3195	---	1.28	15.99	0.999	0.999	6.8	0.40	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0
Benzofluoranthene	1	0	Avd	1.1951	1.3566	1.1533	1.1529	1.2476	1.2941	1.2891	1.2388	---	1.24	16.37	0.999	0.999	5.8	0.50	50.00	2.00	10.00	20.00	80.00	120.0	160.0	196.0

Flags

a - failed the min of criteria

c - failed the minimum correlation coeff criteria (if applicable)

Avg Rsd: 7.82

Note:

Corr 1 = Correlation Coefficient for linear Eq.

Corr 2 = Correlation Coefficient for quad Eq.

Fit = Indicates whether Avg Rt, Linear, or Quadratic Curve was used for compound.

Form7
Continuing Calibration

8040431 0099

Calibration Name: CAL BNA@50PPM
Cont Calibration Date/Time 4/5/2018 9:50:00 A

Data File: 9M84261.D
Method: EPA 8270D

Instrument: GCMS 9

TxtCompd:	Co#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
1,4-Dioxane-d8(INT)	1	0	I	2.75	40.00	40	**			0.000	0.00	
1,4-Dioxane	1	0		2.79	46.63	50	**		1.122	1.047	6.74	
Pyridine	1	0		3.27	50.57	50	**		3.301	3.339	1.14	
N-Nitrosodimethylamine	1	0		3.21	50.91	50	**		1.794	1.827	1.83	
2-Fluorophenol	1	0	S	4.77	50.99	50	**		2.612	2.663	1.97	
Benzaldehyde	1	0		5.57	42.82	50	20	0.01	1.681	1.440	14.35	
Aniline	1	0		5.66	54.84	50	**		4.109	4.507	9.69	
Pentachloroethane	1	0		5.70	50.77	50	**	0.05	0.951	0.965	1.54	
bis(2-Chloroethyl)ether	1	0		5.72	47.10	50	20	0.7	3.194	3.009	5.79	
Phenol-d5	1	0	S	5.64	51.63	50	**		3.215	3.320	3.26	
Phenol	1	0		5.65	51.32	50	20	0.8	4.208	4.319	2.64	
2-Chlorophenol	1	0		5.77	51.61	50	20	0.8	3.352	3.460	3.22	
N-Decane	1	0		5.80	50.96	50	**	0.05	2.516	2.564	1.92	
1,3-Dichlorobenzene	1	0		5.89	51.01	50	**		3.822	3.899	2.02	
1,4-Dichlorobenzene-d4	1	0	I	5.94	40.00	40	**			0.000	0.00	
1,4-Dichlorobenzene	1	0		5.95	47.69	50	20		1.876	1.790	4.61	
1,2-Dichlorobenzene	1	0		6.08	47.75	50	**		1.788	1.708	4.50	
Benzyl alcohol	1	0		6.05	49.00	50	**		1.053	1.032	2.00	
bis(2-chloroisopropyl)ether	1	0		6.16	49.16	50	20	0.01	1.512	1.487	1.68	
2-Methylphenol	1	0		6.14	46.28	50	20	0.7	1.517	1.405	7.44	
Acetophenone	1	0		6.26	49.00	50	20	0.01	1.817	1.781	2.00	
Hexachloroethane	1	0		6.35	47.87	50	20	0.3	0.666	0.637	4.26	
N-Nitroso-di-n-propylamine	1	0		6.26	47.97	50	20	0.5	0.982	0.942	4.06	
3&4-Methylphenol	1	0		6.27	47.11	50	20		1.568	1.478	5.79	
Naphthalene-d8	1	0	I	6.95	40.00	40	**			0.000	0.00	
Nitrobenzene-d5	1	0	S	6.39	24.64	25	**		0.170	0.167	1.46	
Nitrobenzene	1	0		6.40	47.44	50	20	0.2	0.389	0.369	5.12	
Isophorone	1	0		6.59	48.64	50	20	0.4	0.718	0.699	2.72	
2-Nitrophenol	1	0		6.65	49.69	50	20	0.1	0.232	0.231	0.62	
2,4-Dimethylphenol	1	0		6.67	47.01	50	20	0.2	0.425	0.399	5.97	
Benzoic Acid	1	0		6.74	31.38	50	**		0.168	0.117	37.24	
bis(2-Chloroethoxy)methane	1	0		6.74	47.88	50	20	0.3	0.457	0.438	4.23	
2,4-Dichlorophenol	1	0		6.84	47.81	50	20	0.2	0.374	0.357	4.38	
1,2,4-Trichlorobenzene	1	0		6.90	47.66	50	**		0.408	0.389	4.67	
Naphthalene	1	0		6.96	45.49	50	20	0.7	1.326	1.207	9.02	
4-Chloroaniline	1	0		7.00	52.76	50	20	0.01	0.400	0.473	5.52	
Hexachlorobutadiene	1	0		7.05	47.84	50	20	0.01	0.220	0.211	4.32	
Caprolactam	1	0		7.27	50.15	50	20	0.01	0.115	0.115	0.31	
4-Chloro-3-methylphenol	1	0		7.37	48.86	50	20	0.2	0.348	0.340	2.29	
2-Methylnaphthalene	1	0		7.50	48.84	50	**	0.4	0.885	0.865	2.32	
1-Methylnaphthalene	1	0		7.58	48.67	50	**	0.4	0.856	0.833	2.66	
Methylnaphthalenes	1	0		7.50	97.43	100	**			0.848	2.57	
1,1'-Biphenyl	1	0		7.88	49.55	50	20	0.01	0.917	0.909	0.90	
Acenaphthene-d10	1	0	I	8.39	40.00	40	**			0.000	0.00	
1,2,4,5-Tetrachlorobenzene	1	0		7.63	49.74	50	20	0.01	0.605	0.602	0.53	
Hexachlorocyclopentadiene	1	0		7.62	34.13	50	20	0.05	0.332	0.243	31.73	C1
2,4,6-Trichlorophenol	1	0		7.72	50.72	50	20	0.2	0.434	0.441	1.44	
2,4,5-Trichlorophenol	1	0		7.76	51.06	50	20	0.2	0.464	0.474	2.13	
2-Fluorobiphenyl	1	0	S	7.79	24.71	25	**		1.391	1.375	1.15	
2-Chloronaphthalene	1	0		7.91	48.76	50	20	0.8	1.348	1.314	2.47	
1,4-Dimethylnaphthalene	1	0		8.19	50.47	50	**		0.940	0.949	0.93	
Dimethylnaphthalenes	1	0		8.19	50.47	50	20			0.949	0.93	

S-Surrogate Compound
N/O or N/Q - Not applicable for this run

I-Internal Standard Compound
C1-Compound %Diff exceeds limits

** - No limit specified in method

Page 1 of 3

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.

625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

Form7

Continuing Calibration

8040431 0100

Calibration Name: CAL BNA@50PPM
Cont Calibration Date/Time 4/5/2018 9:50:00 A

Data File: 9M84261.D
Method: EPA 8270D

Instrument: GCMS 9

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
Diphenyl Ether	1	0		7.96	50.19	50	**		0.861	0.864	0.38	
2-Nitroaniline	1	0		7.98	50.01	50	20	0.01	0.388	0.388	0.02	
Coumarin	1	0		8.17	49.46		**		0.469			
Acenaphthylene	1	0		8.27	49.67	50	20	0.9	2.094	2.081	0.67	
Dimethylphthalate	1	0		8.13	49.49	50	20	0.01	1.516	1.501	1.02	
2,6-Dinitrotoluene	1	0		8.19	51.52	50	20	0.2	0.345	0.355	3.04	
Acenaphthene	1	0		8.42	49.29	50	20	0.9	1.422	1.402	1.42	
3-Nitroaniline	1	0		8.34	56.90	50	20	0.01	0.350	0.399	13.81	
2,4-Dinitrophenol	1	0		8.44	42.18	50	20	0.01	0.191	0.154	15.65	
Dibenzofuran	1	0		8.58	46.85	50	20	0.8	2.062	1.932	6.30	
2,4-Dinitrotoluene	1	0		8.55	51.86	50	20	0.2	0.453	0.470	3.72	
4-Nitrophenol	1	0		8.49	47.25	50	20	0.01	0.239	0.226	5.50	
2,3,4,6-Tetrachlorophenol	1	0		8.69	51.54	50	20	0.01	0.385	0.396	3.08	
Fluorene	1	0		8.91	49.75	50	20	0.9	1.600	1.592	0.51	
4-Chlorophenyl-phenylether	1	0		8.89	49.47	50	20	0.4	0.782	0.774	1.06	
Diethylphthalate	1	0		8.76	49.67	50	20	0.01	1.498	1.488	0.67	
4-Nitroaniline	1	0		8.92	51.07	50	20	0.01	0.436	0.445	2.13	
Atrazine	1	0		9.54	50.89	50	20	0.01	0.419	0.426	1.79	
Phenanthrene-d10	1	0	I	9.87	40.00	40	**			0.000	0.00	
4,6-Dinitro-2-methylphenol	1	0		8.94	41.78	50	20	0.01	0.140	0.124	16.43	
n-Nitrosodiphenylamine	1	0		9.01	48.61	50	20	0.01	0.783	0.761	2.77	
2,4,6-Tribromophenol	1	0	S	9.14	51.47	50	**		0.112	0.115	2.93	
1,2-Diphenylhydrazine	1	0		9.05	47.91	50	**		0.759	0.727	4.17	
4-Bromophenyl-phenylether	1	0		9.38	49.62	50	20	0.1	0.258	0.256	0.77	
Hexachlorobenzene	1	0		9.46	49.46	50	20	0.1	0.287	0.284	1.08	
N-Octadecane	1	0		9.71	50.87	50	**	0.05	0.368	0.374	1.75	
Pentachlorophenol	1	0		9.66	41.81	50	20	0.05	0.138	0.109	16.38	
Phenanthrene	1	0		9.90	47.97	50	20	0.7	1.371	1.316	4.05	
Anthracene	1	0		9.96	49.02	50	20	0.7	1.400	1.373	1.95	
Carbazole	1	0		10.13	48.48	50	20	0.01	1.238	1.200	3.03	
Di-n-butylphthalate	1	0		10.49	49.64	50	20	0.01	1.430	1.419	0.72	
Fluoranthene	1	0		11.24	49.51	50	20	0.6	1.459	1.445	0.98	
Chrysene-d12	1	0	I	12.94	40.00	40	**			0.000	0.00	
Pyrene	1	0		11.51	49.95	50	20	0.6	1.335	1.334	0.10	
Benzidine	1	0		11.39	34.41	50	**		0.380	0.341	31.17	
Terphenyl-d14	1	0	S	11.68	25.45	25	**		0.668	0.680	1.82	
4,4'-DDE	1	0		11.61	49.42		**		0.218			
4,4'-DDD	1	0		12.02	51.69		**		0.369			
Butylbenzylphthalate	1	0		12.27	51.53	50	20	0.01	0.560	0.577	3.06	
4,4'-DDT	1	0		12.38	48.20		**		0.330			
3,3'-Dichlorobenzidine	1	0		12.90	56.87	50	20	0.01	0.276	0.372	13.74	
Benzo[a]anthracene	1	0		12.93	49.14	50	20	0.8	1.291	1.269	1.72	
Chrysene	1	0		12.98	49.22	50	20	0.7	1.234	1.215	1.56	
bis(2-Ethylhexyl)phthalate	1	0		12.96	50.54	50	20	0.01	0.797	0.806	1.07	
Perylene-d12	1	0	I	14.59	40.00	40	**			0.000	0.00	
Di-n-octylphthalate	1	0		13.71	50.75	50	20	0.01	1.433	1.454	1.49	
Benzo[b]fluoranthene	1	0		14.15	48.37	50	20	0.7	1.356	1.312	3.26	
Benzo[k]fluoranthene	1	0		14.18	47.34	50	20	0.7	1.384	1.310	5.32	
Benzo[a]pyrene	1	0		14.53	48.72	50	20	0.7	1.312	1.279	2.57	
Indeno[1,2,3-cd]pyrene	1	0		15.99	48.31	50	20	0.5	1.498	1.447	3.38	
Dibenzo[a,h]anthracene	1	0		16.01	48.37	50	20	0.4	1.276	1.234	3.27	
Benzo[g,h,i]perylene	1	0		16.39	48.70	50	20	0.5	1.241	1.209	2.61	

S-Surrogate Compound
N/O or N/Q - Not applicable for this run

I-Internal Standard Compound
CI-Compound %Diff exceeds limits

** - No limit specified in method

Page 2 of 3

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.

625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

Form7

8040431 0101

Continuing Calibration

Calibration Name: CAL BNA@50PPM
Cont Calibration Date/Time 4/5/2018 9:50:00 AData File: 9M84261.D
Method: EPA 8270D

Instrument: GCMS 9

TxtCompd:	Cot#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
1,4-Dioxane-d8	1	100		0.00	0.00	40	**			0.000	100.00	
Toluene Diisocyanate	1	100		0.00	0.00	50	**			0.000	100.00	
2,2'-oxybis-(1-Chloropropane)	1	100		0.00	0.00	50	**			0.000	100.00	
1,4-Dioxane-d8-Surro	1	100		0.00	0.00	40	**			0.000	100.00	
2,4 Diaminotoluene	1	100		0.00	0.00	50	**			0.000	100.00	
Methylnaphthalenes (Total)	1	100		0.00	0.00	50	**		0.871	0.000	100.00	
Methoxychlor	1	100		0.00	0.00	10	**			0.000	100.00	
Heptachlor epoxide	1	100		0.00	0.00	10	**			0.000	100.00	
Heptachlor	1	100		0.00	0.00	10	**			0.000	100.00	
gamma-BHC	1	100		0.00	0.00	10	**			0.000	100.00	
Dimethylnaphthalenes (Total)	1	100		0.00	0.00	50	**		0.940	0.000	100.00	
Diaminotoluene Dihydrochloride	1	100		0.00	0.00	50	**			0.000	100.00	
4-Methylphenol	1	100		0.00	0.00	50	**	0.6		0.000	100.00	
Endrin	1	100		0.00	0.00	50	**			0.000	100.00	

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
C1-Compound %Diff exceeds limits

** - No limit specified in method

Page 3 of 3

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

Form7

8840431 0102

Continuing Calibration

Calibration Name: CAL BNA@50PPM
Cont Calibration Date/Time 4/6/2018 9:12:00 AData File: 9M84284.D
Method: EPA 8270D

Instrument: GCMS 9

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
1,4-Dioxane-d8(INT)	1	0	I	2.75	40.00	40	**			0.000	0.00	
1,4-Dioxane	1	0		2.79	45.59	50	**		1.122	1.023	8.81	
Pyridine	1	0		3.27	48.59	50	**		3.301	3.208	2.82	
N-Nitrosodimethylamine	1	0		3.21	50.00	50	**		1.794	1.794	0.01	
2-Fluorophenol	1	0	S	4.77	48.86	50	**		2.612	2.552	2.28	
Benzaldehyde	1	0		5.57	41.75	50	20	0.01	1.681	1.404	16.50	
Aniline	1	0		5.66	54.28	50	**		4.109	4.460	8.56	
Pentachloroethane	1	0		5.70	49.70	50	**	0.05	0.951	0.945	0.61	
bis(2-Chloroethyl)ether	1	0		5.71	46.38	50	20	0.7	3.194	2.963	7.24	
Phenol-d5	1	0	S	5.64	50.81	50	**		3.215	3.267	1.62	
Phenol	1	0		5.65	50.12	50	20	0.8	4.208	4.218	0.25	
2-Chlorophenol	1	0		5.77	50.49	50	20	0.8	3.352	3.385	0.98	
N-Decane	1	0		5.79	50.35	50	**	0.05	2.516	2.534	0.70	
1,3-Dichlorobenzene	1	0		5.89	49.73	50	**		3.822	3.801	0.54	
1,4-Dichlorobenzene-d4	1	0	I	5.94	40.00	40	**			0.000	0.00	
1,4-Dichlorobenzene	1	0		5.95	47.74	50	20		1.876	1.791	4.51	
1,2-Dichlorobenzene	1	0		6.08	47.29	50	**		1.788	1.691	5.43	
Benzyl alcohol	1	0		6.05	47.24	50	**		1.053	0.994	5.53	
bis(2-chloroisopropyl)ether	1	0		6.16	50.57	50	20	0.01	1.512	1.529	1.14	
2-Methylphenol	1	0		6.14	48.53	50	20	0.7	1.517	1.473	2.95	
Acetophenone	1	0		6.26	48.59	50	20	0.01	1.817	1.766	2.82	
Hexachloroethane	1	0		6.35	48.67	50	20	0.3	0.666	0.648	2.65	
N-Nitroso-di-n-propylamine	1	0		6.26	48.23	50	20	0.5	0.982	0.947	3.54	
3&4-Methylphenol	1	0		6.27	47.23	50	20		1.568	1.482	5.53	
Naphthalene-d8	1	0	I	6.95	40.00	40	**			0.000	0.00	
Nitrobenzene-d5	1	0	S	6.39	24.89	25	**		0.170	0.169	0.44	
Nitrobenzene	1	0		6.40	48.27	50	20	0.2	0.389	0.375	3.46	
Isophorone	1	0		6.59	49.35	50	20	0.4	0.718	0.709	1.29	
2-Nitrophenol	1	0		6.65	50.26	50	20	0.1	0.232	0.233	0.51	
2,4-Dimethylphenol	1	0		6.67	47.42	50	20	0.2	0.425	0.403	5.15	
Benzoic Acid	1	0		6.74	30.35	50	**		0.168	0.113	39.31	
bis(2-Chloroethoxy)methane	1	0		6.74	48.04	50	20	0.3	0.457	0.439	3.92	
2,4-Dichlorophenol	1	0		6.84	48.51	50	20	0.2	0.374	0.363	2.98	
1,2,4-Trichlorobenzene	1	0		6.90	48.75	50	**		0.408	0.398	2.50	
Naphthalene	1	0		6.96	46.39	50	20	0.7	1.326	1.231	7.21	
4-Chloroaniline	1	0		7.00	55.11	50	20	0.01	0.400	0.491	10.21	
Hexachlorobutadiene	1	0		7.05	49.37	50	20	0.01	0.220	0.217	1.27	
Caprolactam	1	0		7.27	51.20	50	20	0.01	0.115	0.118	2.40	
4-Chloro-3-methylphenol	1	0		7.37	50.15	50	20	0.2	0.348	0.349	0.31	
2-Methylnaphthalene	1	0		7.50	49.01	50	**	0.4	0.885	0.868	1.99	
1-Methylnaphthalene	1	0		7.58	49.64	50	**	0.4	0.856	0.850	0.71	
Methylnaphthalenes	1	0		7.50	98.52	100	**			0.858	1.48	
1,1'-Biphenyl	1	0		7.88	49.46	50	20	0.01	0.917	0.907	1.08	
Acenaphthene-d10	1	0	I	8.39	40.00	40	**			0.000	0.00	
1,2,4,5-Tetrachlorobenzene	1	0		7.63	49.55	50	20	0.01	0.605	0.600	0.91	
Hexachlorocyclopentadiene	1	0		7.62	30.84	50	20	0.05	0.332	0.219	38.31	C1
2,4,6-Trichlorophenol	1	0		7.72	50.16	50	20	0.2	0.434	0.436	0.32	
2,4,5-Trichlorophenol	1	0		7.76	51.32	50	20	0.2	0.464	0.476	2.65	
2-Fluorobiphenyl	1	0	S	7.79	24.61	25	**		1.391	1.369	1.56	
2-Chloronaphthalene	1	0		7.91	48.94	50	20	0.8	1.348	1.319	2.12	
1,4-Dimethylnaphthalene	1	0		8.19	50.85	50	**		0.940	0.956	1.70	
Dimethylnaphthalenes	1	0		8.19	50.85	50	20			0.956	1.70	

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
CI-Compound %Diff exceeds limits

** - No limit specified in method

Page 1 of 3

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

Form7

8040431 0103

Continuing Calibration

Calibration Name: CAL BNA@50PPM
Cont Calibration Date/Time 4/6/2018 9:12:00 AData File: 9M84284.D
Method: EPA 8270D

Instrument: GCMS 9

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
Diphenyl Ether	1	0		7.96	50.81	50	**		0.861	0.875	1.63	
2-Nitroaniline	1	0		7.98	50.31	50	20	0.01	0.388	0.390	0.61	
Coumarin	1	0		8.17	49.43		**		0.469			
Acenaphthylene	1	0		8.27	49.25	50	20	0.9	2.094	2.063	1.50	
Dimethylphthalate	1	0		8.13	48.63	50	20	0.01	1.516	1.474	2.74	
2,6-Dinitrotoluene	1	0		8.19	51.55	50	20	0.2	0.345	0.355	3.09	
Acenaphthene	1	0		8.42	49.18	50	20	0.9	1.422	1.399	1.64	
3-Nitroaniline	1	0		8.34	57.28	50	20	0.01	0.350	0.401	14.55	
2,4-Dinitrophenol	1	0		8.44	40.69	50	20	0.01	0.191	0.148	18.62	
Dibenzofuran	1	0		8.58	47.21	50	20	0.8	2.062	1.947	5.58	
2,4-Dinitrotoluene	1	0		8.55	51.78	50	20	0.2	0.453	0.469	3.57	
4-Nitrophenol	1	0		8.49	45.74	50	20	0.01	0.239	0.219	8.51	
2,3,4,6-Tetrachlorophenol	1	0		8.69	49.16	50	20	0.01	0.385	0.378	1.68	
Fluorene	1	0		8.90	49.74	50	20	0.9	1.600	1.592	0.51	
4-Chlorophenyl-phenylether	1	0		8.89	49.02	50	20	0.4	0.782	0.767	1.96	
Diethylphthalate	1	0		8.76	49.70	50	20	0.01	1.498	1.489	0.60	
4-Nitroaniline	1	0		8.92	51.29	50	20	0.01	0.436	0.447	2.57	
Atrazine	1	0		9.54	49.02	50	20	0.01	0.419	0.411	1.97	
Phenanthrene-d10	1	0	I	9.87	40.00	40	**			0.000	0.00	
4,6-Dinitro-2-methylphenol	1	0		8.94	41.28	50	20	0.01	0.140	0.122	17.43	
n-Nitrosodiphenylamine	1	0		9.00	49.79	50	20	0.01	0.783	0.779	0.42	
2,4,6-Tribromophenol	1	0	S	9.14	49.94	50	**		0.112	0.112	0.12	
1,2-Diphenylhydrazine	1	0		9.05	48.75	50	**		0.759	0.740	2.49	
4-Bromophenyl-phenylether	1	0		9.38	50.18	50	20	0.1	0.258	0.259	0.36	
Hexachlorobenzene	1	0		9.46	49.17	50	20	0.1	0.287	0.282	1.66	
N-Octadecane	1	0		9.71	52.02	50	**	0.05	0.368	0.383	4.03	
Pentachlorophenol	1	0		9.66	39.40	50	20	0.05	0.138	0.102	21.19	C1
Phenanthrene	1	0		9.90	48.65	50	20	0.7	1.371	1.334	2.70	
Anthracene	1	0		9.96	49.58	50	20	0.7	1.400	1.389	0.83	
Carbazole	1	0		10.12	49.31	50	20	0.01	1.238	1.221	1.38	
Di-n-butylphthalate	1	0		10.49	49.87	50	20	0.01	1.430	1.426	0.25	
Fluoranthene	1	0		11.24	50.04	50	20	0.6	1.459	1.460	0.07	
Chrysene-d12	1	0	I	12.94	40.00	40	**			0.000	0.00	
Pyrene	1	0		11.51	48.89	50	20	0.6	1.335	1.305	2.22	
Benzidine	1	0		11.39	34.71	50	**		0.380	0.343	30.59	
Terphenyl-d14	1	0	S	11.68	25.34	25	**		0.668	0.677	1.38	
4,4'-DDE	1	0		11.61	49.79		**		0.218			
4,4'-DDD	1	0		12.02	51.39		**		0.369			
Butylbenzylphthalate	1	0		12.27	51.26	50	20	0.01	0.560	0.574	2.51	
4,4'-DDT	1	0		12.37	46.70		**		0.330			
3,3'-Dichlorobenzidine	1	0		12.90	58.62	50	20	0.01	0.276	0.382	17.24	
Benzo[a]anthracene	1	0		12.93	49.07	50	20	0.8	1.291	1.267	1.86	
Chrysene	1	0		12.98	48.57	50	20	0.7	1.234	1.199	2.85	
bis(2-Ethylhexyl)phthalate	1	0		12.95	50.71	50	20	0.01	0.797	0.809	1.41	
Perylene-d12	1	0	I	14.59	40.00	40	**			0.000	0.00	
Di-n-octylphthalate	1	0		13.71	51.26	50	20	0.01	1.433	1.469	2.52	
Benzo[b]fluoranthene	1	0		14.15	49.25	50	20	0.7	1.356	1.335	1.51	
Benzo[k]fluoranthene	1	0		14.18	48.62	50	20	0.7	1.384	1.346	2.75	
Benzo[a]pyrene	1	0		14.53	48.94	50	20	0.7	1.312	1.285	2.12	
Indeno[1,2,3-cd]pyrene	1	0		15.99	48.69	50	20	0.5	1.498	1.459	2.62	
Dibenzo[a,h]anthracene	1	0		16.01	48.24	50	20	0.4	1.276	1.231	3.53	
Benzo[g,h,i]perylene	1	0		16.39	49.03	50	20	0.5	1.241	1.217	1.94	

S-Surrogate Compound
N/O or N/Q - Not applicable for this runI-Internal Standard Compound
C1-Compound %Diff exceeds limits

** - No limit specified in method

Page 2 of 3

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

Form7

8848431 0104

Continuing Calibration

Calibration Name: CAL BNA@50PPM
Cont Calibration Date/Time 4/6/2018 9:12:00 AData File: 9M84284.D
Method: EPA 8270D

Instrument: GCMS 9

TxtCompd:	Col#	Multi Num	Type	RT	Conc	Conc Exp	Lo Lim	MIN RF	Initial RF	RF	%Diff	Flag
1,4-Dioxane-d8	1	100		0.00	0.00	40	**			0.000	100.00	
Toluene Diisocyanate	1	100		0.00	0.00	50	**			0.000	100.00	
2,2'-oxybis-(1-Chloropropane)	1	100		0.00	0.00	50	**			0.000	100.00	
1,4-Dioxane-d8-Surro	1	100		0.00	0.00	40	**			0.000	100.00	
2,4 Diaminotoluene	1	100		0.00	0.00	50	**			0.000	100.00	
Methylnaphthalenes (Total)	1	100		0.00	0.00	50	**		0.871	0.000	100.00	
Methoxychlor	1	100		0.00	0.00	10	**			0.000	100.00	
Heptachlor epoxide	1	100		0.00	0.00	10	**			0.000	100.00	
Heptachlor	1	100		0.00	0.00	10	**			0.000	100.00	
gamma-BHC	1	100		0.00	0.00	10	**			0.000	100.00	
Dimethylnaphthalenes (Total)	1	100		0.00	0.00	50	**		0.940	0.000	100.00	
Diaminotoluene Dihydrochloride	1	100		0.00	0.00	50	**			0.000	100.00	
4-Methylphenol	1	100		0.00	0.00	50	**	0.6		0.000	100.00	
Endrin	1	100		0.00	0.00	50	**			0.000	100.00	

S-Surrogate Compound

N/O or N/Q - Not applicable for this run

I-Internal Standard Compound

CI-Compound %Diff exceeds limits

Page 3 of 3

** - No limit specified in method

Note: 8260/8270 limits are compared against the %DIFF/R.F.
624 limits are compared against the concentration found.

625 limits are compared against the %DIFF.
524.2 limits are compared against the %DIFF

FORM8

Internal Standard Areas

Evaluation Std Data File: 9M84120.D

Analysis Date/Time: 03/29/18 12:15

Method: EPA 8270D

Lab File ID: CAL BNA@50PPM

	11		12		13		14		15		16		17	
	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
Eval File Area/RT	29823	2.76	61920	5.93	234388	6.94	141442	8.39	248301	9.87	280914	12.93	258222	14.58
Eval File Area Limit	14912-59646		30960-123840		117194-468776		70721-282884		124150-496602		140457-561828		129111-516444	
Eval File Rt Limit	2.26-3.26		5.43-6.43		6.44-7.44		7.89-8.89		9.37-10.37		12.43-13.43		14.08-15.08	

Data File	Sample	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
9M84112.D	CAL BNA@10PPM	28795	2.76	58287	5.93	218010	6.94	125926	8.39	222181	9.87	242284	12.93
9M84113.D	CAL BNA@2PPM	30672	2.76	63031	5.93	235593	6.94	140948	8.39	250315	9.87	271556	12.93
9M84114.D	CAL BNA@196PPM	29072	2.76	60819	5.94	244341	6.95	145889	8.39	261174	9.87	302516	12.95
9M84115.D	CAL BNA@160PPM	29181	2.76	63319	5.94	246824	6.95	146779	8.39	258237	9.87	293579	12.94
9M84116.D	CAL BNA@120PPM	30575	2.75	64166	5.94	241469	6.95	146208	8.39	259188	9.87	289478	12.94
9M84117.D	CAL BNA@80PPM	30056	2.76	63642	5.94	247059	6.94	150135	8.39	256872	9.87	291373	12.94
9M84118.D	CAL BNA@20PPM	30596	2.76	63213	5.93	244198	6.94	146248	8.39	255277	9.86	282483	12.93
9M84119.D	CAL BNA@5PPM	30813	2.76	63157	5.93	239287	6.94	144202	8.39	255665	9.86	276200	12.93
9M84120.D	CAL BNA@50PPM	29823	2.76	61920	5.93	234388	6.94	141442	8.39	248301	9.87	280914	12.93
9M84121.D	ICV BNA@50PPM	28412	2.75	61130	5.93	235515	6.94	142147	8.39	252326	9.87	279543	12.94

11 =	1,4-Dioxane-d8(NT)	14 =	Acenaphthene-d10	17 =	Perylene-d12	625/8270 Internal Standard concentration = 40 mg/L (in final extract)
12 =	1,4-Dichlorobenzene-d4	15 =	Phenanthrene-d10			624/8260 Internal Standard concentration = 30mg/L
13 =	Naphthalene-d8	16 =	Chrysene-d12			524 Internal Standard concentration = 5mg/L

Internal Standard Areas

Upper Limit = + 100% of internal standard area from daily cal or mid pt.

Lower Limit = - 50% of internal standard area from daily cal or mid pt.

Flags:

A - Indicates the compound failed the internal standard area criteria

R - Indicates the compound failed the internal standard retention time criteria.

Retention Times:

Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

FORMB

Internal Standard Areas

Evaluation Std Data File: 9M84261.D

Method: EPA 8270D

Analysis Date/Time: 04/05/18 09:50

Lab File ID: CAL BNA@50PPM

Eval File Area/RT	11		12		13		14		15		16		17	
	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
Eval File Area Limit	25678	2.75	56874	5.94	22007	6.95	129610	8.39	232027	9.87	257112	12.94	243345	14.59
Eval File RT Limit	12839-51356		28437-113748		110004-440014		64805-259220		116014-464054		128556-514224		121672-486690	
	2.25-3.25		5.44-6.44		6.45-7.45		7.89-8.89		9.37-10.37		12.44-13.44		14.09-15.09	

Data File	Sample																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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11 =	1,4-Dioxane-d8(NT)	14 =	Acenaphthene-d10	17 =	Perylene-d12	6250270 Internal Standard concentration = 40 ug/L (in final extract)
12 =	1,4-Dichlorobenzene-d4	15 =	Phenanthrene-d10			6246260 Internal Standard concentration = 30ug/L
13 =	Naphthalene-d8	16 =	Chrysene-d12			524 Internal Standard concentration = 5ug/L

Internal Standard Areas

Upper Limit = + 100% of internal standard area from daily cal or mid pt.

Lower Limit = - 50% of internal standard area from daily cal or mid pt.

Retention Times:

Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

Flags:

A - Indicates the compound failed the internal standard area criteria

R - Indicates the compound failed the internal standard retention time criteria.

FORM8

Internal Standard Areas

Evaluation Std Data File: 9M84284.D

Analysis Date/Time: 04/06/18 09:12

Method: EPA 8270D

Lab File ID: CAL BNA@50PPM

	11		12		13		14		15		16		17	
	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT	Area	RT
Eval File Area/RT	26761	2.75	57550	5.94	220111	6.95	131686	8.39	233050	9.87	262669	12.94	246049	14.59
Eval File Area Limit	13380-53522		28775-115100		110056-440222		65843-263372		116525-456100		131334-525338		123024-492098	
Eval File RT Limit	2.25-3.25		5.44-6.44		6.45-7.45		7.89-8.89		9.37-10.37		12.44-13.44		14.09-15.09	

Data File	Sample															
9M84285.D	AD03443-004	27356	2.75	56736	5.94	213679	6.94	127599	8.39	228536	9.87	245574	12.94	228231	14.59	
9M84286.D	AD03443-004(MS)	25500	2.75	55077	5.94	210255	6.94	126851	8.39	230821	9.87	246321	12.94	227089	14.59	
9M84287.D	AD03443-004(MSD)	23439	2.76	49914	5.94	191098	6.94	116708	8.39	207796	9.87	220007	12.94	201715	14.59	
9M84288.D	AD03443-001	25903	2.75	54345	5.94	206567	6.94	125527	8.39	222196	9.87	237292	12.94	218698	14.59	
9M84289.D	AD03443-003	25228	2.76	52259	5.94	198241	6.94	122143	8.39	217243	9.87	227864	12.94	210424	14.59	
9M84290.D	AD03450-002	27299	2.76	56578	5.94	220118	6.94	127398	8.39	229407	9.87	242285	12.94	218274	14.59	
9M84291.D	AD03439-001	25056	2.76	56621	5.94	214225	6.95	167334	8.40	253207	9.88	255985	12.94	233281	14.59	
9M84292.D	AD03315-002	24050	2.76	51362	5.95	119004	6.96	189205	8.42	200119	9.91	247443	12.96	222575	14.59	
9M84293.D	AD03450-006	28349	2.77	60860	5.94	229822	6.94	136493	8.39	242057	9.87	248792	12.94	232185	14.59	
9M84294.D	AD03331-001	23130	2.76	49553	5.94	167869	6.96	81077	8.43	186825	9.92	231093	12.95	209625	14.59	
9M84295.D	AD03450-004(3X)	28880	2.78	65214	5.94	244212	6.94	146489	8.39	257762	9.87	273442	12.94	255895	14.60	
9M84296.D	AD03288-025(3X)	28818	2.76	64324	5.94	242432	6.94	145062	8.39	261872	9.87	275524	12.94	258413	14.59	
9M84297.D	AD03288-026(3X)	31069	2.77	68700	5.94	254207	6.95	153654	8.39	272218	9.87	291441	12.94	274049	14.59	
9M84298.D	AD03288-027(3X)	30058	2.77	66635	5.94	251822	6.95	151791	8.39	264839	9.87	284753	12.94	269250	14.60	
9M84299.D	AD03315-002(5X)	28653	2.78	63179	5.94	244834	6.95	164973	8.40	279117	9.88	264291	12.94	243291	14.59	
9M84300.D	SMB67627	22743	2.75	49635	5.94	185199	6.95	109924	8.39	191958	9.87	194496	12.94	183741	14.59	
9M84301.D	AD03331-001(10X)	31304	2.78	69986	5.94	266882	6.95	180538	8.40	306281	9.88	306974	12.94	273872	14.59	
9M84302.D	SMB67627(MS)	24655	2.75	53224	5.94	196909	6.95	119159	8.39	208753	9.87	217339	12.94	198684	14.59	
9M84303.D	SMB67627(MS)(DUP)	24198	2.75	52396	5.94	196860	6.95	117320	8.39	203777	9.87	207400	12.94	190245	14.59	

11 =	1,4-Dioxane-d8(NT)	14 =	Acenaphthene-d10	17 =	Perylene-d12	625/6270 Internal Standard concentration = 40 mg/L (in final extract)
12 =	1,4-Dichlorobenzene-d4	15 =	Phenanthrene-d10			624/6269 Internal Standard concentration = 30mg/L
13 =	Naphthalene-d8	16 =	Chrysene-d12			524 Internal Standard concentration = 50mg/L

Internal Standard Areas

Flags:

Upper Limit = + 100% of internal standard area from daily cal or mid pt.

A - Indicates the compound failed the internal standard area criteria

Lower Limit = - 50% of internal standard area from daily cal or mid pt.

R - Indicates the compound failed the internal standard retention time criteria.

Retention Times:

Limit = within +/- 0.5 min of internal standard retention time from the daily cal or mid pt.

PCB Data

Form1
ORGANICS PCB REPORT

Sample Number: AD03450-002
Client Id: SB03 Comp
Data File: 2G129010.D
Analysis Date: 04/06/18 05:20
Date Rec/Extracted: 04/04/18-04/05/18
Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Method: EPA 8082A
Matrix: Soil
Initial Vol: 20g
Final Vol: 10ml
Dilution: 1
Solids: 82

Units: mg/Kg							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
12674-11-2	Aroclor-1016	0.030	U	11097-69-1	Aroclor-1254	0.030	U
11104-28-2	Aroclor-1221	0.030	U	11096-82-5	Aroclor-1260	0.030	U
11141-16-5	Aroclor-1232	0.030	U	37324-23-5	Aroclor-1262	0.030	U
53469-21-9	Aroclor-1242	0.030	U	11100-14-4	Aroclor-1268	0.030	U
12672-29-6	Aroclor-1248	0.030	U	1336-36-3	Aroclor (Total)	0.030	U

Worksheet #: 458745

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.
B - Indicates the analyte was found in the blank as well as in the sample.
E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out
J - Indicates an estimated value when a compound is detected at less than the specified detection limit.
d - Pesticide %Diff > 40% between columns due to coelution. Lower concentration used
Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_2\Data\04-0518\
Data File : 2G129010.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 6 Apr 2018 5:20
Operator : MS/ZM/MLC
Sample : AD03450-002
Misc : S,PCB
ALS Vial : 30 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 06 13:10:21 2018
Quant Method : G:\GCdata\2018\GC_2\MethodQt\2G_C0405.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Apr 06 11:22:08 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P Signal #2 Phase: db-17
Signal #1 Info : .32 Signal #2 Info : .32

Compound	RT#1	RT#2	Resp#1	Resp#2	pg#1	pg#2

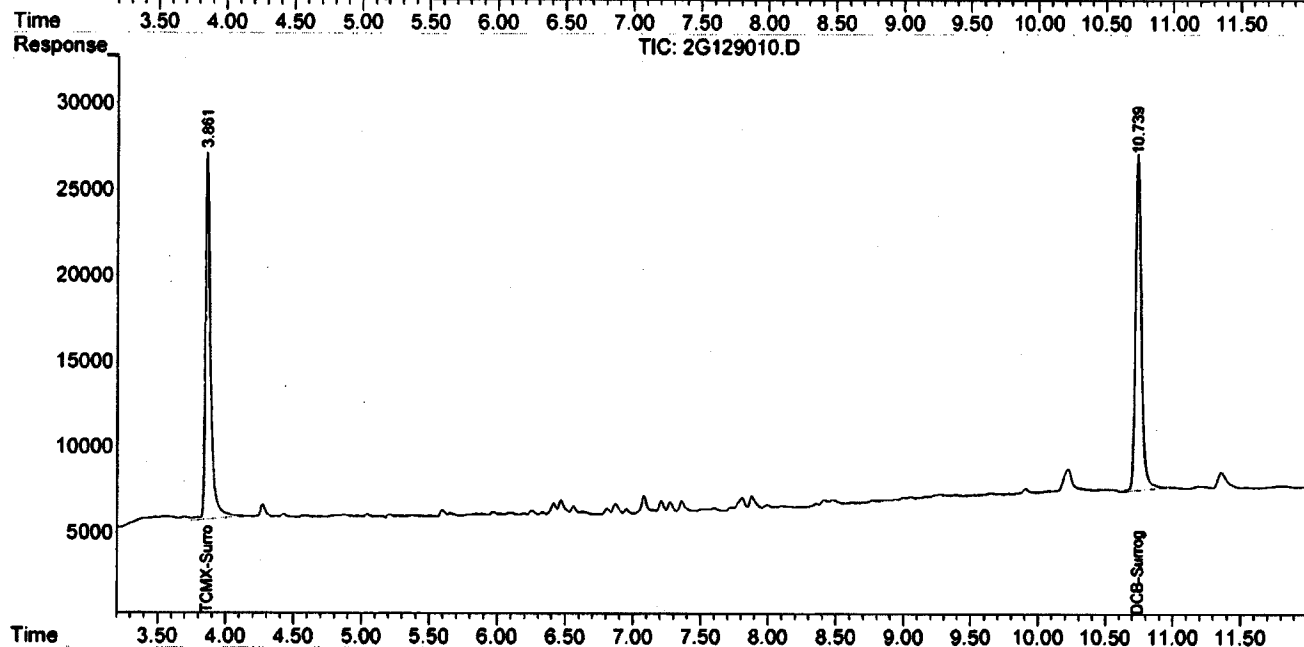
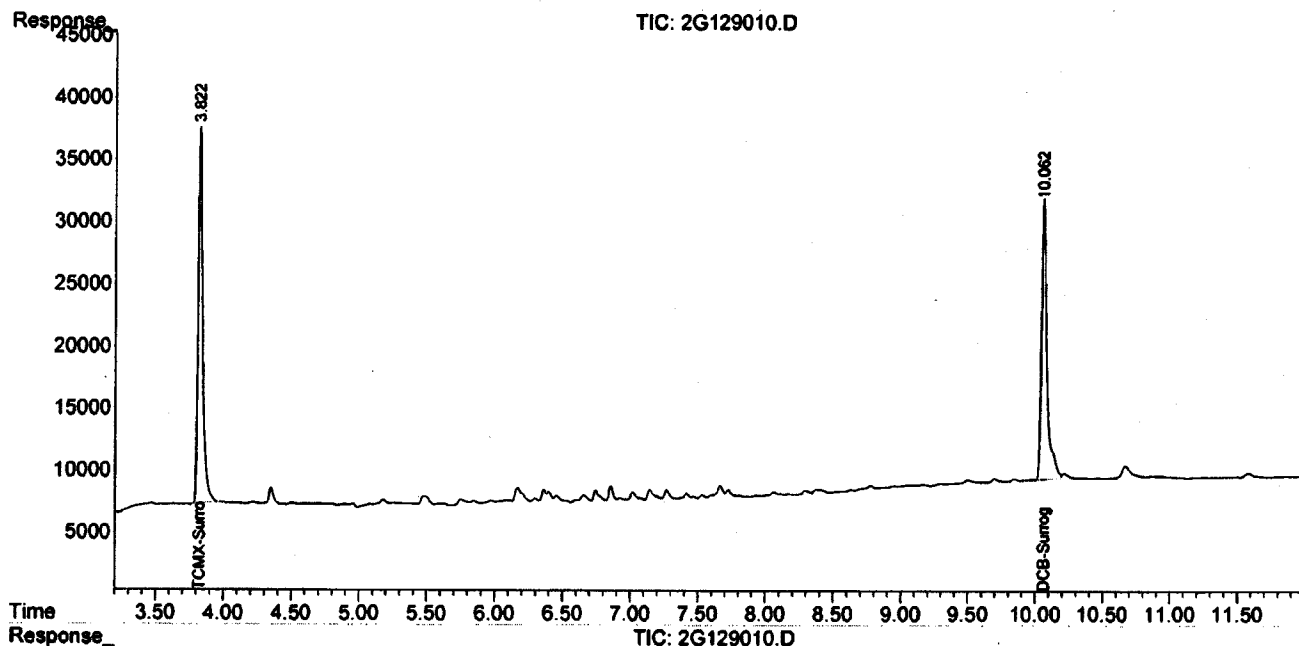
Target Compounds						
1)TCMX-Surrogate	3.823	3.862	708320	571302	84.171	89.104
45)DCB-Surrogate	10.063	10.739	632114	602567	86.810	79.115

(f)=RT Delta > 1/2 Window (#)=Amounts differ by > 25% (m)=manual int.

Data Path : G:\Gcdata\2018\GC_2\Data\04-0518\
Data File : 2G129010.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 6 Apr 2018 5:20
Operator : MS/ZM/MLC
Sample : AD03450-002
Misc : S,PCB
ALS Vial : 30 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 06 13:10:21 2018
Quant Method : G:\GCDATA\2018\GC_2\MethodQt\2G_C0405.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Apr 06 11:22:08 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P
Signal #1 Info : .32
Signal #2 Phase: db-17
Signal #2 Info : .32



Form1

ORGANICS PCB REPORT

Sample Number: AD03450-004

Client Id: SB01 Comp

Data File: 2G129008.D

Analysis Date: 04/06/18 04:49

Date Rec/Extracted: 04/04/18-04/05/18

Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Method: EPA 8082A

Matrix: Soil

Initial Vol: 20g

Final Vol: 10ml

Dilution: 1

Solids: 82

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
12674-11-2	Aroclor-1016	0.030	U	11097-69-1	Aroclor-1254	0.030	0.073
11104-28-2	Aroclor-1221	0.030	U	11096-82-5	Aroclor-1260	0.030	U
11141-16-5	Aroclor-1232	0.030	U	37324-23-5	Aroclor-1262	0.030	U
53469-21-9	Aroclor-1242	0.030	U	11100-14-4	Aroclor-1268	0.030	U
12672-29-6	Aroclor-1248	0.030	U	1336-36-3	Aroclor (Total)	0.030	0.073

Worksheet #: 458745

Total Target Concentration 0.073

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_2\Data\04-0518\
Data File : 2G129008.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 6 Apr 2018 4:49
Operator : MS/ZM/MLC
Sample : AD03450-004
Misc : S,PCB
ALS Vial : 28 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 06 13:09:40 2018
Quant Method : G:\GCDATA\2018\GC_2\MethodQt\2G_C0405.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Apr 06 11:22:08 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P Signal #2 Phase: db-17
Signal #1 Info : .32 Signal #2 Info : .32

Compound	RT#1	RT#2	Resp#1	Resp#2	pg#1	pg#2

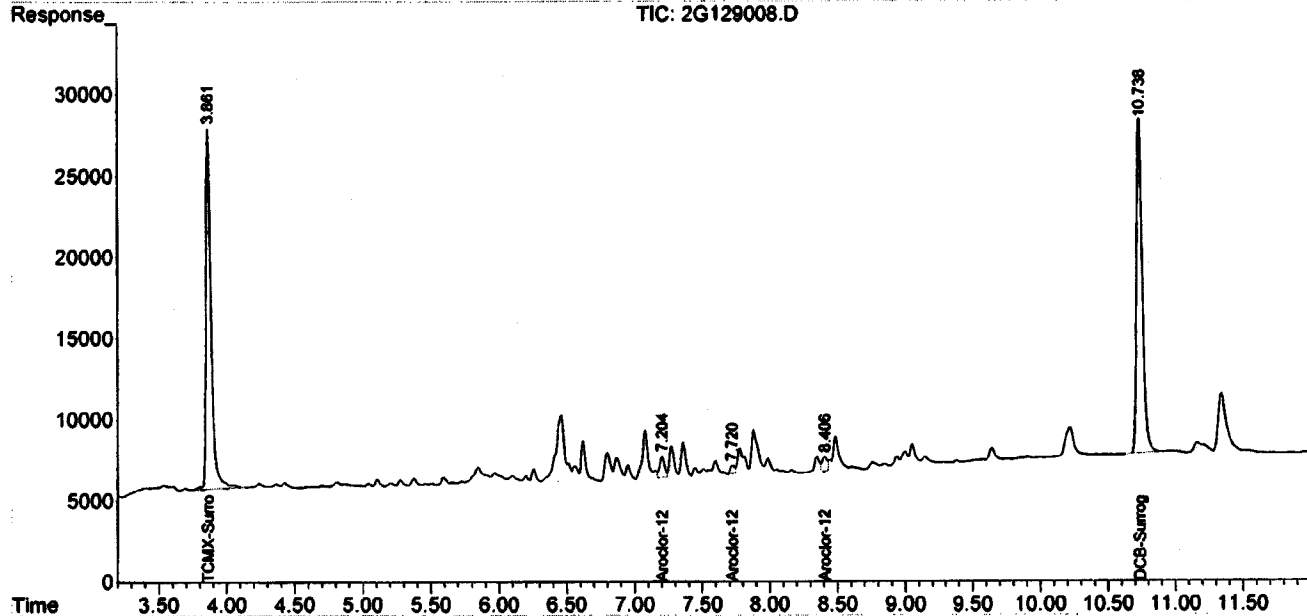
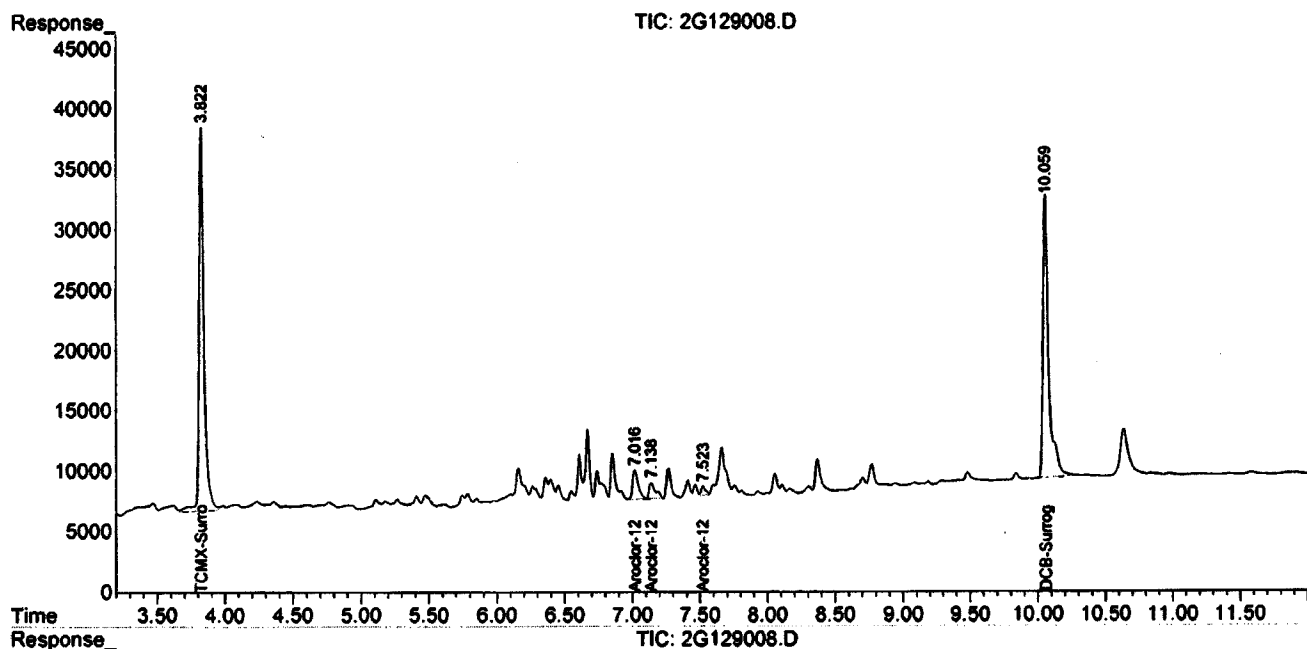
Target Compounds						
1)TCMX-Surrogate	3.823	3.862	807213	598998	95.923	93.424
32)Aroclor-1254 {3}	7.018	7.205	69931	34512	179.058	96.439 #
33)Aroclor-1254 {4}	7.139	7.722	42756	10368	86.564	71.367
34)Aroclor-1254 {5}	7.524	8.407	17783	22414	95.538	126.528 #
45)DCB-Surrogate	10.061	10.739	685174	615442	94.366	80.854

(f)=RT Delta > 1/2 Window (#)=Amounts differ by > 25% (m)=manual int.

Data Path : G:\Gcdata\2018\GC_2\Data\04-0518\
Data File : 2G129008.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 6 Apr 2018 4:49
Operator : MS/ZM/MLC
Sample : AD03450-004
Misc : S,PCB
ALS Vial : 28 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 06 13:09:40 2018
Quant Method : G:\GC\DATA\2018\GC_2\MethodQt\2G_C0405.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Apr 06 11:22:08 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P
Signal #1 Info : .32
Signal #2 Phase: db-17
Signal #2 Info : .32



Form1
ORGANICS PCB REPORT

Sample Number: AD03450-006
 Client Id: SB02 Comp
 Data File: 2G129009.D
 Analysis Date: 04/06/18 05:05
 Date Rec/Extracted: 04/04/18-04/05/18
 Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Method: EPA 8082A
 Matrix: Soil
 Initial Vol: 20g
 Final Vol: 10ml
 Dilution: 1
 Solids: 85

Units: mg/Kg							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
12674-11-2	Aroclor-1016	0.029	U	11097-69-1	Aroclor-1254	0.029	U
11104-28-2	Aroclor-1221	0.029	U	11096-82-5	Aroclor-1260	0.029	U
11141-16-5	Aroclor-1232	0.029	U	37324-23-5	Aroclor-1262	0.029	U
53469-21-9	Aroclor-1242	0.029	U	11100-14-4	Aroclor-1268	0.029	U
12672-29-6	Aroclor-1248	0.029	U	1336-36-3	Aroclor (Total)	0.029	U

Worksheet #: 458745

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.
 B - Indicates the analyte was found in the blank as well as in the sample.
 E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out
 J - Indicates an estimated value when a compound is detected at less than the specified detection limit.
 d - Pesticide %Diff > 40% between columns due to coelution. Lower concentration uses Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_2\Data\04-0518\
Data File : 2G129009.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 6 Apr 2018 5:05
Operator : MS/ZM/MLC
Sample : AD03450-006
Misc : S,PCB
ALS Vial : 29 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 06 13:10:12 2018
Quant Method : G:\GC\DATA\2018\GC_2\MethodQt\2G_C0405.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Apr 06 11:22:08 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P Signal #2 Phase: db-17
Signal #1 Info : .32 Signal #2 Info : .32

Compound	RT#1	RT#2	Resp#1	Resp#2	pg#1	pg#2

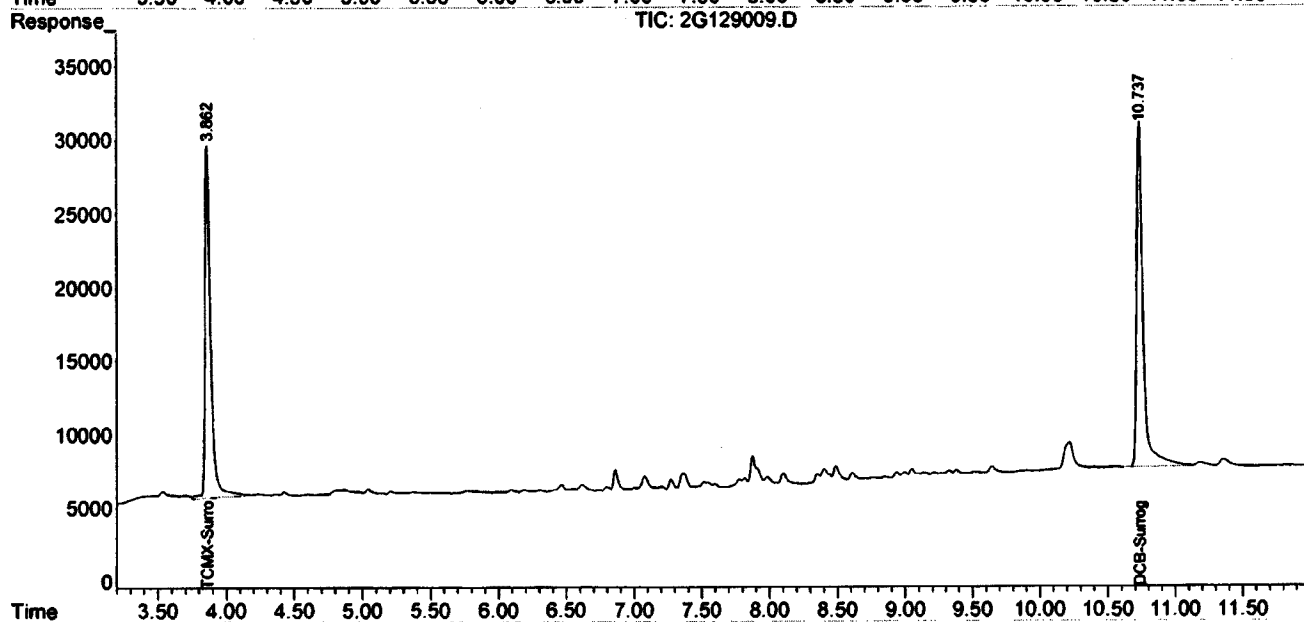
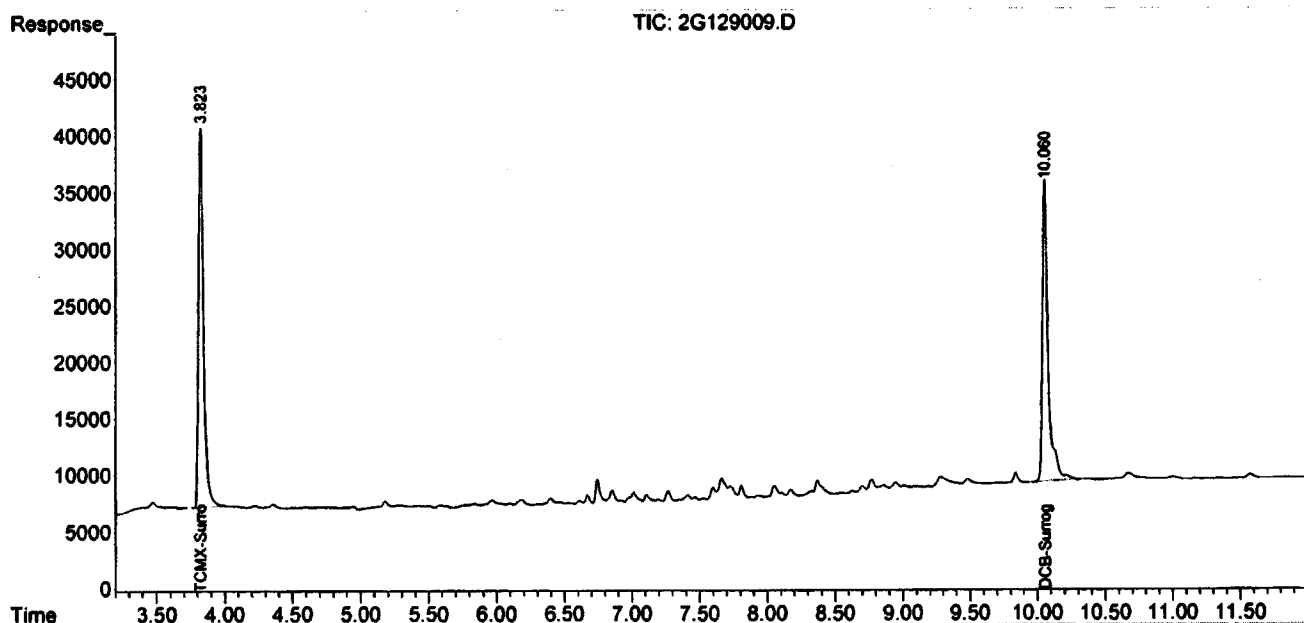
Target Compounds						
1)TCMX-Surrogate	3.824	3.863	848810	690420	100.866	107.683
45)DCB-Surrogate	10.061	10.738	772071	785611	106.838	104.034

(f)=RT Delta > 1/2 Window (#)=Amounts differ by > 25% (m)=manual int. 

Data Path : G:\Gcdata\2018\GC_2\Data\04-0518\
Data File : 2G129009.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 6 Apr 2018 5:05
Operator : MS/ZM/MLC
Sample : AD03450-006
Misc : S,PCB
ALS Vial : 29 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 06 13:10:12 2018
Quant Method : G:\GCDATA\2018\GC_2\MethodQt\2G_C0405.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Apr 06 11:22:08 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P Signal #2 Phase: db-17
Signal #1 Info : .32 Signal #2 Info : .32



Form1
ORGANICS PCB REPORT

Sample Number: SMB66354
Client Id:
Data File: 2G128975.D
Analysis Date: 04/05/18 15:58
Date Rec/Extracted: NA-04/05/18
Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Method: EPA 8082A
Matrix: Soil
Initial Vol: 20g
Final Vol: 10ml
Dilution: 1
Solids: 100

Units: mg/Kg							
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
12674-11-2	Aroclor-1016	0.025	U	11097-69-1	Aroclor-1254	0.025	U
11104-28-2	Aroclor-1221	0.025	U	11096-82-5	Aroclor-1260	0.025	U
11141-16-5	Aroclor-1232	0.025	U	37324-23-5	Aroclor-1262	0.025	U
53469-21-9	Aroclor-1242	0.025	U	11100-14-4	Aroclor-1268	0.025	U
12672-29-6	Aroclor-1248	0.025	U				

Worksheet #: 458745

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

R - Retention Time Out

B - Indicates the analyte was found in the blank as well as in the sample.

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration uses

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_2\Data\04-05-18\
Data File : 2G128975.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 5 Apr 2018 15:58
Operator : MS/ZM/MLC
Sample : SMB66354
Misc : S,PCB
ALS Vial : 2 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 05 16:55:10 2018
Quant Method : G:\GC\DATA\2018\GC_2\MethodQt\2G_C0302.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Mar 02 11:21:33 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P Signal #2 Phase: db-17
Signal #1 Info : .32 Signal #2 Info : .32

Compound	RT#1	RT#2	Resp#1	Resp#2	pg#1	pg#2

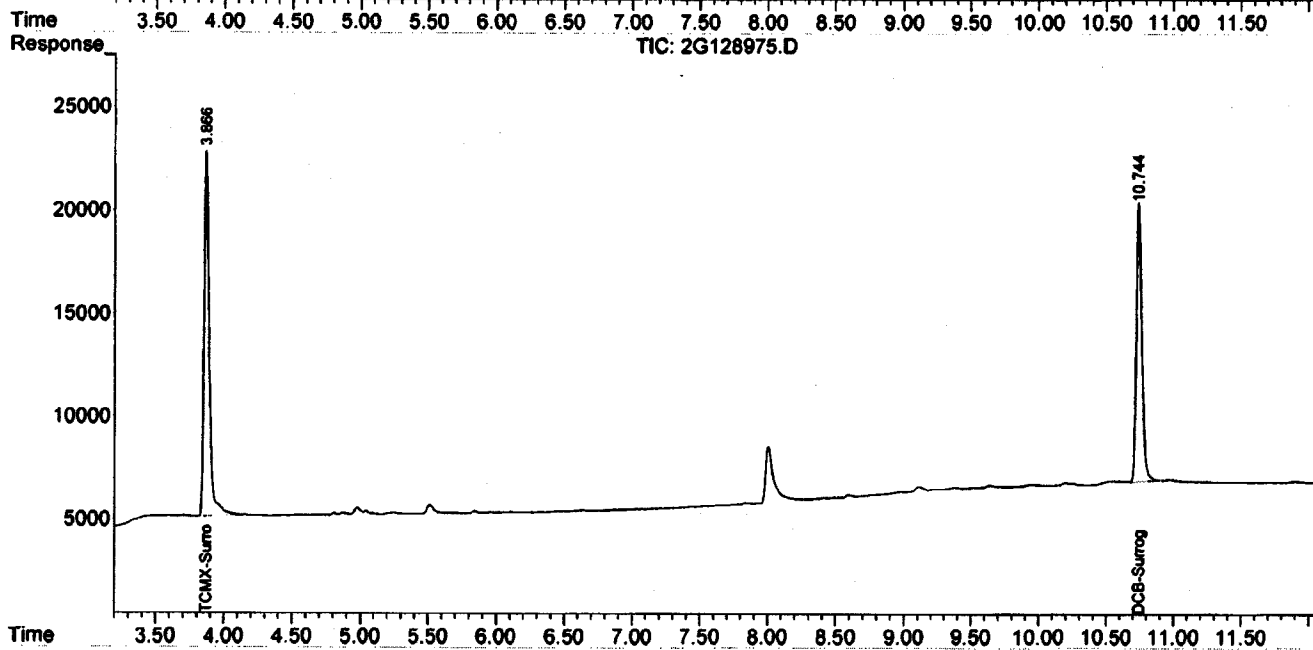
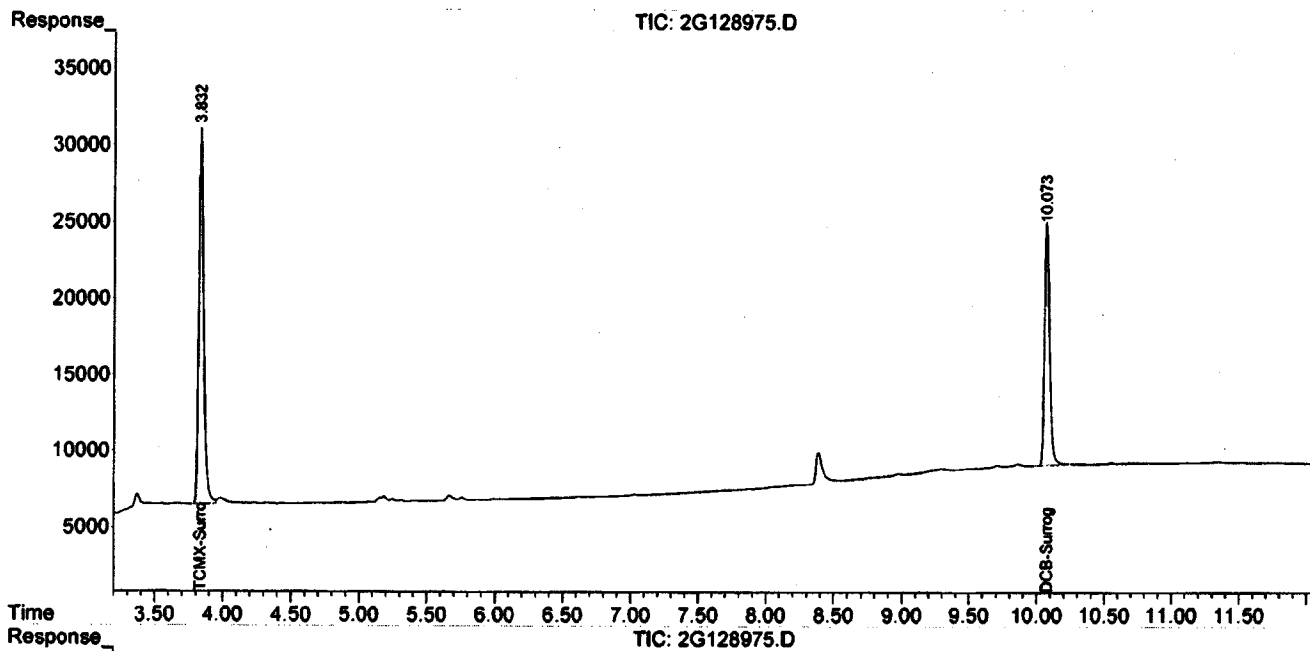
Target Compounds						
1)TCMX-Surrogate	3.832	3.866	626445	478087	68.939m	71.095m
45)DCB-Surrogate	10.074	10.745	410635	393197	62.456	59.310

(f)=RT Delta > 1/2 Window (#)=Amounts differ by > 25% (m)=manual int.

Data Path : G:\Gcdata\2018\GC_2\Data\04-05-18\
Data File : 2G128975.D
Signal(s) : Signal #1: ECD1A.CH Signal #2: ECD2B.CH
Acq On : 5 Apr 2018 15:58
Operator : MS/ZM/MLC
Sample : SMB66354
Misc : S,PCB
ALS Vial : 2 Sample Multiplier: 1

Integration File signal 1: AUTOINT1.E
Integration File signal 2: AUTOINT2.E
Quant Time: Apr 05 16:55:10 2018
Quant Method : G:\GCDATA\2018\GC_2\MethodQt\2G_C0302.M
Quant Title : @GC_2,ug,608,8082
QLast Update : Fri Mar 02 11:21:33 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. : 1ul
Signal #1 Phase : db-1701P
Signal #1 Info : .32
Signal #2 Phase: db-17
Signal #2 Info : .32



FORM2

Surrogate Recovery

Method: EPA 8082A

Dfile	Sample#	Matrix	Date/Time	Surr Dil	Dilute Out Flag	Column1 S1 Recov	Column2 S2 Recov	Column1 S3 Recov	Column2 S4 Recov	Column0 S5 Recov	Column0 S6 Recov
2G128975.D	SMB66354	S	04/05/18 15:58	1		69	71	62	59		
2G129010.D	AD03450-002	S	04/06/18 05:20	1		84	89	87	79		
2G129008.D	AD03450-004	S	04/06/18 04:49	1		96	93	94	81		
2G129009.D	AD03450-006	S	04/06/18 05:05	1		101	108	107	104		
2G128976.D	SMB66354(MS)	S	04/05/18 16:14	1		66	71	63	62		
2G128994.D	AD03410-002(MS)	S	04/06/18 01:13	1		76	78	75	72		
2G128995.D	AD03410-002(MSD)	S	04/06/18 01:29	1		90	92	85	85		
2G128996.D	AD03410-002	S	04/06/18 01:44	1		93	94	88	90		

Flags: SD=Surrogate diluted out

*=Surrogate out

Method: EPA 8082A

Soil Laboratory Limits

Compound	Spike Amt	Limits
S1=TCMX-Surrogate	100	37-141
S2=TCMX-Surrogate	100	37-141
S3=DCB-Surrogate	100	34-146
S4=DCB-Surrogate	100	34-146

Form3
Recovery Data Laboratory Limits
 QC Batch: SMB66354

Data File		Sample ID:		Analysis Date			
Spike or Dup: 2G128976.D		SMB66354(MS)		4/5/2018 4:14:00 PM			
Non Spike(If applicable):							
Inst Blank(If applicable):							
Method: 8082		Matrix: Soil		QC Type: MBS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Aroclor-1016 -Total	1	703.51	0	1000	70	30	163
Aroclor-1260 -Total	1	721.288	0	1000	72	25	166

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
 QC Batch: SMB66354

Data File	Sample ID:	Analysis Date
Spike or Dup: 2G128994.D	AD03410-002(MS)	4/6/2018 1:13:00 AM
Non Spike(If applicable): 2G128996.D	AD03410-002	4/6/2018 1:44:00 AM
Inst Blank(If applicable):		
Method: 8082	Matrix: Soil	QC Type: MS

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Aroclor-1016 -Total	1	829.802	0	1000	83	30	163
Aroclor-1260 -Total	1	854.278	0	1000	85	25	166

Data File	Sample ID:	Analysis Date
Spike or Dup: 2G128995.D	AD03410-002(MSD)	4/6/2018 1:29:00 AM
Non Spike(If applicable): 2G128996.D	AD03410-002	4/6/2018 1:44:00 AM
Inst Blank(If applicable):		
Method: 8082	Matrix: Soil	QC Type: MSD

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Aroclor-1016 -Total	1	962.41	0	1000	96	30	163
Aroclor-1260 -Total	1	985.556	0	1000	99	25	166

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
RPD Data Laboratory Limits

QC Batch: SMB66354

Data File	Sample ID:	Analysis Date
Spike or Dup: 2G128995.D	AD03410-002(MSD)	4/6/2018 1:29:00 AM
Duplicate(if applicable): 2G128994.D	AD03410-002(MS)	4/6/2018 1:13:00 AM
Inst Blank(if applicable):		
Method: 8082	Matrix: Soil	QC Type: MSD

Analyte:	Column	Dup/MSD/MBSD Conc	Sample/MS/MBS Conc	RPD	Limit
Aroclor-1016 -Total	1	962.41	829.802	15	40
Aroclor-1260 -Total	1	985.556	854.278	14	37

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

FORM 4
Blank Summary

Blank Number: SMB66354
Blank Data File: 2G128975.D
Matrix: Soil

Blank Analysis Date: 04/05/18 15:58
Blank Extraction Date: 04/05/18
(If Applicable)
Method: EPA 8082A

Sample Number	Data File	Analysis Date
AD03450-002	2G129010.D	04/06/18 05:20
AD03450-004	2G129008.D	04/06/18 04:49
AD03450-006	2G129009.D	04/06/18 05:05
AD03410-002	2G128996.D	04/06/18 01:44
AD03410-002(MSD)	2G128995.D	04/06/18 01:29
AD03410-002(MS)	2G128994.D	04/06/18 01:13
SMB66354(MS)	2G128976.D	04/05/18 16:14

Form 5

Method: EPA 8082A

Instrument: GC_2

Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
2G128443.D	CAL 1660@1000PPB	03/02/18 06:48	Soil	2G12844	10.0816	0	10.7398	0
2G128444.D	1000PPB	03/02/18 07:05	Soil	2G12844	10.0847	0.0307	10.7425	0.0251
2G128445.D	CAL 3268@500PPB	03/02/18 07:21	Soil	2G12844	10.0854	0.0129	10.7436	0.0354
2G128446.D	CAL 1242@500PPB	03/02/18 07:36	Soil	2G12845	10.0859	0.0079	10.7437	0.0065
2G128447.D	CAL 1248@500PPB	03/02/18 07:52	Soil	2G12845	10.0861	0.006	10.7443	0.0121
2G128448.D	CAL 2154@500PPB	03/02/18 08:08	Soil	2G12845	10.0861	0.006	10.7433	0.0028
2G128449.D	CAL 1262@500PPB	03/02/18 08:23	Soil	2G12845	10.0863	0.004	10.7445	0.014
2G128450.D	CAL 1660@50PPB	03/02/18 08:39	Soil	2G12845	10.0867	0	10.7430	0
2G128451.D	CAL 1660@200PPB	03/02/18 08:54	Soil	2G12845	10.0876	0.0089	10.7452	0.0205
2G128452.D	CAL 1660@500PPB	03/02/18 09:10	Soil	2G12845	10.0878	0.0109	10.7455	0.0233
2G128453.D	CAL 1660@1000PPB	03/02/18 09:26	Soil	2G12845	10.0859	0.0079	10.7448	0.0167
2G128454.D	CAL 1660@2000PPB	03/02/18 10:28	Soil	2G12845	10.0863	0.004	10.7451	0.0195
2G128455.D	CAL 1660@4000PPB	03/02/18 10:44	Soil	2G12845	10.0856	0.0109	10.7443	0.0121
2G128456.D	ICV	03/02/18 10:59	Soil	2G12845	10.0876	0.0089	10.7463	0.0307
2G128457.D	PEST WS	03/02/18 11:15	Soil	2G12845	0.0000	200 *	0.0000	200 *
2G128458.D	AD02798-002	03/02/18 11:30	Soil	2G12845	10.0851	0.0159	10.7454	0.0223
2G128459.D	CAL 1660@1000PPB	03/02/18 12:55	Soil	2G12845	10.0912	0.0446	10.7435	0.0047

Form 5

Method: EPA 8082A

Instrument: GC_2

Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
2G128973.D	CAL 1660@500PPB	04/05/18 10:24	Soil	2G12897	10.0710	0	10.7405	0
2G128974.D	AD03357-005	04/05/18 12:32	Soil	2G12897	10.0748	0.0377	10.7456	0.0475
2G128975.D	SMB66354	04/05/18 15:58	Soil	2G12897	10.0736	0.0258	10.7447	0.0391
2G128976.D	SMB66354(MS)	04/05/18 16:14	Soil	2G12897	10.0681	0.0288	10.7403	0.0019
2G128977.D	AD03447-001	04/05/18 16:29	Soil	2G12897	10.0680	0.0298	10.7441	0.0335
2G128978.D	AD03447-002	04/05/18 16:45	Soil	2G12897	10.0679	0.0308	10.7439	0.0316
2G128979.D	CAL 1660@500PPB	04/05/18 17:00	Soil	2G12897	10.0680	0.0298	10.7439	0.0316

Form 5

Method: EPA 8082A

Instrument: GC_2

Column: DB-17/1701P 30M 0.32mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
2G128981.D	CAL 3268@500PPB	04/05/18 21:52	Soil	2G12898	10.0621	0.0109	10.7396	0.0168
2G128982.D	CAL 1242@500PPB	04/05/18 22:08	Soil	2G12898	10.0627	0.005	10.7391	0.0121
2G128983.D	CAL 1248@500PPB	04/05/18 22:23	Soil	2G12898	10.0622	0.0099	10.7386	0.0075
2G128984.D	CAL 2154@500PPB	04/05/18 22:39	Soil	2G12898	10.0629	0.003	10.7394	0.0149
2G128985.D	CAL 1262@500PPB	04/05/18 22:54	Soil	2G12898	10.0635	0.003	10.7407	0.027
2G128986.D	CAL 1660@500PPB	04/05/18 23:10	Soil	2G12898	10.0632	0	10.7378	0
2G128987.D	CAL 1660@200PPB	04/05/18 23:25	Soil	2G12898	10.0625	0.007	10.7377	0.0009
2G128988.D	CAL 1660@500PPB	04/05/18 23:41	Soil	2G12898	10.0634	0.002	10.7392	0.013
2G128989.D	CAL 1660@1000PPB	04/05/18 23:56	Soil	2G12898	10.0622	0.0099	10.7387	0.0084
2G128990.D	CAL 1660@2000PPB	04/06/18 00:12	Soil	2G12898	10.0614	0.0179	10.7370	0.0074
2G128991.D	CAL 1660@4000PPB	04/06/18 00:27	Soil	2G12898	10.0602	0.0298	10.7380	0.0019
2G128992.D	ICV	04/06/18 00:43	Soil	2G12898	10.0617	0.0149	10.7378	0
2G128993.D	PEST WS	04/06/18 00:58	Soil	2G12898	0.0000	200*	0.0000	200*
2G128994.D	AD03410-002(MS)	04/06/18 01:13	Soil	2G12898	10.0604	0.0278	10.7373	0.0047
2G128995.D	AD03410-002(MSD)	04/06/18 01:29	Soil	2G12898	10.0596	0.0358	10.7381	0.0028
2G128996.D	AD03410-002	04/06/18 01:44	Soil	2G12898	10.0590	0.0417	10.7357	0.0196
2G128997.D	AD03408-001	04/06/18 02:00	Soil	2G12898	10.0587	0.0447	10.7364	0.013
2G128998.D	AD03404-001	04/06/18 02:15	Soil	2G12898	10.0617	0.0149	10.7371	0.0065
2G128999.D	AD03407-001	04/06/18 02:30	Soil	2G12898	10.0598	0.0338	10.7376	0.0019
2G129000.D	AD03288-025	04/06/18 02:46	Soil	2G12898	10.0595	0.0368	10.7380	0.0019
2G129001.D	AD03288-026	04/06/18 03:01	Soil	2G12898	10.0607	0.0248	10.7372	0.0056
2G129002.D	AD03288-027	04/06/18 03:17	Soil	2G12898	10.0585	0.0467	10.7358	0.0186
2G129003.D	AD03415-002	04/06/18 03:32	Soil	2G12898	10.0581	0.0507	10.7364	0.013
2G129004.D	AD03416-001	04/06/18 03:47	Soil	2G12898	10.0603	0.0288	10.7400	0.0205
2G129005.D	AD03416-003	04/06/18 04:03	Soil	2G12898	10.0597	0.0348	10.7474	0.0894
2G129006.D	AD03416-004	04/06/18 04:18	Soil	2G12898	10.0594	0.0378	10.7386	0.0075
2G129007.D	AD03439-001	04/06/18 04:34	Soil	2G12898	10.0625	0.007	10.7390	0.0112
2G129008.D	AD03450-004	04/06/18 04:49	Soil	2G12898	10.0605	0.0268	10.7386	0.0075
2G129009.D	AD03450-006	04/06/18 05:05	Soil	2G12898	10.0612	0.0199	10.7383	0.0047
2G129010.D	AD03450-002	04/06/18 05:20	Soil	2G12898	10.0628	0.004	10.7394	0.0149
2G129011.D	CAL 1660@1000PPB	04/06/18 05:36	Soil	2G12898	10.0630	0.002	10.7390	0.0112
2G129012.D	2000PPB	04/06/18 05:51	Soil	2G12901	10.0628	0.002	10.7393	0.0028

Form 6

Instrument: GC_2

Method: EPA 800.2		Initial Calibration:		Data File:		Cal Identifier:		Analysis Date/Time		Level #:		Data File:		Cal Identifier:		Analysis Date/Time																							
Level #:																																							
1	2G128450.D	CAL 1660@500PPB	03/02/18 08:39	2	2G128451.D	CAL 1660@200PPB	03/02/18 08:54	3	2G128452.D	CAL 1660@500PPB	03/02/18 09:10	4	2G128453.D	CAL 1660@1000PPB	03/02/18 09:26	5	2G128454.D	CAL 1660@2000PPB	03/02/18 10:28	6	2G128455.D	CAL 1660@4000PPB	03/02/18 10:44	7	2G128445.D	CAL 3268@500PPB	03/02/18 07:21	8	2G128446.D	CAL 1242@500PPB	03/02/18 07:36	9	2G128447.D	CAL 1248@500PPB	03/02/18 07:52	10	2G128448.D	CAL 2154@500PPB	03/02/18 08:08
Compound	Col	Mt	Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	LV1	LV2	LV3	LV4	LV5	LV6	LV7	LV8															
CMX-Surrogate	1	0	Qua	1.0295	0.9802	0.9137	0.8825	0.8435	0.7355	---	---	0.898	3.83	0.994	1.00	12	5.00	20.00	50.00	100.0	200.0	400.0																	
Aroclor-1016	1	1	Qua	0.0257	0.0262	0.0240	0.0226	0.0204	0.0176	---	---	0.0228	4.33	0.992	1.00	15	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1016	1	2	Qua	0.0577	0.0509	0.0450	0.0409	0.0356	0.0309	---	---	0.0436	4.70	0.992	0.999	23	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1016	1	3	Qua	0.0984	0.0939	0.0833	0.0773	0.0691	0.0613	---	---	0.0806	5.17	0.995	1.00	18	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1016	1	4	Qua	0.0308	0.0333	0.0290	0.0275	0.0249	0.0226	---	---	0.0281	5.41	0.996	1.00	14	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1016	1	5	Qua	0.0731	0.0782	0.0654	0.0622	0.0548	0.0480	---	---	0.0637	5.53	0.993	1.00	18	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1260	1	1	Qua	0.0565	0.0526	0.0493	0.0459	0.0405	0.0338	---	---	0.0465	7.03	0.988	1.00	18	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1260	1	2	Qua	0.0616	0.0587	0.0549	0.0517	0.0459	0.0416	---	---	0.0524	7.29	0.996	1.00	14	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1260	1	3	Qua	0.0279	0.0290	0.0281	0.0283	0.0266	0.0255	---	---	0.0276	7.49	0.999	1.00	4.7	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1260	1	4	Qua	0.0411	0.0405	0.0390	0.0373	0.0341	0.0317	---	---	0.0373	8.07	0.998	1.00	10	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1260	1	5	Qua	0.0576	0.0607	0.0581	0.0578	0.0546	0.0508	---	---	0.0566	8.80	0.998	1.00	6.1	50.00	200.0	500.0	1000.	2000.	4000.																	
Aroclor-1221	1	1	Avg	---	---	---	---	---	---	---	---	0.0125	4.13	-1	-1	LV=10	500.0																						
Aroclor-1221	1	2	Avg	---	---	---	---	---	---	---	---	0.0077	5.42	-1	-1	LV=10	500.0																						
Aroclor-1221	1	3	Avg	---	---	---	---	---	---	---	---	0.0334	4.33	-1	-1	LV=10	500.0																						
Aroclor-1232	1	1	Avg	---	---	---	---	---	---	---	---	0.0223	4.33	-1	-1	LV=7	500.0																						
Aroclor-1232	1	2	Avg	---	---	---	---	---	---	---	---	0.0195	4.70	-1	-1	LV=7	500.0																						
Aroclor-1232	1	3	Avg	---	---	---	---	---	---	---	---	0.0355	5.17	-1	-1	LV=7	500.0																						
Aroclor-1232	1	4	Avg	---	---	---	---	---	---	---	---	0.0163	5.30	-1	-1	LV=7	500.0																						
Aroclor-1232	1	5	Avg	---	---	---	---	---	---	---	---	0.0169	5.76	-1	-1	LV=7	500.0																						
Aroclor-1242	1	1	Avg	---	---	---	---	---	---	---	---	0.0194	4.33	-1	-1	LV=8	500.0																						
Aroclor-1242	1	2	Avg	---	---	---	---	---	---	---	---	0.0341	4.70	-1	-1	LV=8	500.0																						
Aroclor-1242	1	3	Avg	---	---	---	---	---	---	---	---	0.0640	5.17	-1	-1	LV=8	500.0																						
Aroclor-1242	1	4	Avg	---	---	---	---	---	---	---	---	0.0491	5.52	-1	-1	LV=8	500.0																						
Aroclor-1242	1	5	Avg	---	---	---	---	---	---	---	---	0.0293	5.76	-1	-1	LV=8	500.0																						
Aroclor-1248	1	1	Avg	---	---	---	---	---	---	---	---	0.0191	4.70	-1	-1	LV=9	500.0																						
Aroclor-1248	1	2	Avg	---	---	---	---	---	---	---	---	0.0439	5.17	-1	-1	LV=9	500.0																						
Aroclor-1248	1	3	Avg	---	---	---	---	---	---	---	---	0.0796	5.51	-1	-1	LV=9	500.0																						
Aroclor-1248	1	4	Avg	---	---	---	---	---	---	---	---	0.0402	5.87	-1	-1	LV=9	500.0																						
Aroclor-1248	1	5	Avg	---	---	---	---	---	---	---	---	0.0464	6.47	-1	-1	LV=9	500.0																						
Aroclor-1254	1	1	Avg	---	---	---	---	---	---	---	---	0.0191	6.67	-1	-1	LV=10	500.0																						
Aroclor-1254	1	2	Avg	---	---	---	---	---	---	---	---	0.0760	6.88	-1	-1	LV=10	500.0																						
Aroclor-1254	1	3	Avg	---	---	---	---	---	---	---	---	0.0387	7.04	-1	-1	LV=10	500.0																						
Aroclor-1254	1	4	Avg	---	---	---	---	---	---	---	---	0.0520	7.17	-1	-1	LV=10	500.0																						
Aroclor-1254	1	5	Avg	---	---	---	---	---	---	---	---	0.0209	7.55	-1	-1	LV=10	500.0																						
Aroclor-1262	1	1	Avg	---	---	---	---	---	---	---	---	0.0799	7.72	-1	-1	LV=11	500.0																						
Aroclor-1262	1	2	Avg	---	---	---	---	---	---	---	---	0.0330	8.72	-1	-1	LV=11	500.0																						

Avg Rsd Col 1: 13.46 Avg Rsd Col 2: 13.05

Flags

c - failed the initial calibration criteria (if applicable)

Note:

Col = Column Number
Mr = MultiPeak Analyte (0=single peak analyte, >0=multi peak analyte (i.e. nchlochlorane etc.))
Fit = Indicates whether Ave RF: Linear or Quadratic Curve was used for compound.
Corr 1 = Correlation Coefficient for linear Fit.
Corr 2 = Correlation Coefficient for quad Fit.

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <=20 or Corr >= 995
Columns: Signal #1 dh-1701 : Signal #2 dh-608

*Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Form 6

Instrument: GC_2

Initial Calibration

Method: EPA 8082A

Level #	Data File	Cal Identifier	Analysis Date/Time	Level #	Data File	Cal Identifier	Analysis Date/Time	Calibration Level Concentrations															
1	2G128450.D	CAL 1660@500PB	03/02/18 08:39	2	2G128451.D	CAL 1660@200PB	03/02/18 08:54	Lvl1 Lvl2 Lvl3 Lvl4 Lvl5 Lvl6 Lvl7 Lvl8															
3	2G128452.D	CAL 1660@500PB	03/02/18 09:10	4	2G128453.D	CAL 1660@1000PB	03/02/18 09:26																
5	2G128454.D	CAL 1660@2000PB	03/02/18 10:28	6	2G128455.D	CAL 1660@4000PB	03/02/18 10:44																
7	2G128445.D	CAL 3268@500PB	03/02/18 07:21	8	2G128446.D	CAL 1242@500PB	03/02/18 07:36																
9	2G128447.D	CAL 1248@500PB	03/02/18 07:52	10	2G128448.D	CAL 2154@500PB	03/02/18 08:08																
Compound	Col	Mr	F1	F2	F3	F4	F5	F6	F7	F8	AVGRT	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8
Arcochlor-1262	1	3	AVG	---	---	---	---	---	---	---	0.0658	8.79	-1	-1	Lvl=11	500.0							
Arcochlor-1262	1	4	AVG	---	---	---	---	---	---	---	0.0302	9.51	-1	-1	Lvl=11	500.0							
Arcochlor-1262	1	5	AVG	---	---	---	---	---	---	---	0.0108	9.87	-1	-1	Lvl=11	500.0							
Arcochlor-1268	1	1	AVG	---	---	---	---	---	---	---	0.00921	8.07	-1	-1	Lvl=7	500.0							
Arcochlor-1268	1	2	AVG	---	---	---	---	---	---	---	0.00834	8.39	-1	-1	Lvl=7	500.0							
Arcochlor-1268	1	3	AVG	---	---	---	---	---	---	---	0.0734	8.96	-1	-1	Lvl=7	500.0							
Arcochlor-1268	1	4	AVG	---	---	---	---	---	---	---	0.0208	9.06	-1	-1	Lvl=7	500.0							
Arcochlor-1268	1	5	AVG	---	---	---	---	---	---	---	0.228	9.86	-1	-1	Lvl=7	500.0							
DCB-Surrogate	1	0	Qua	0.7572	0.7257	0.6962	0.6636	0.6104	0.5702	---	0.671	10.09	0.998	1.00	11	5.00	20.00	50.00	100.0	200.0	400.0		
TCMX-Surrogate	2	0	AVG	0.7280	0.6813	0.6830	0.6777	0.6512	0.6133	---	0.672	3.87	0.999	1.00	5.7	5.00	20.00	50.00	100.0	200.0	400.0		
Arcochlor-1016	2	1	Qua	0.0207	0.0204	0.0189	0.0180	0.0164	0.0147	---	0.0182	4.47	0.996	1.00	13	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1016	2	2	Qua	0.0392	0.0413	0.0372	0.0337	0.0296	0.0260	---	0.0346	4.89	0.993	0.999	17	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1016	2	3	Qua	0.0850	0.0810	0.0743	0.0689	0.0619	0.0555	---	0.0712	5.28	0.995	1.00	16	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1016	2	4	Qua	0.0353	0.0339	0.0309	0.0284	0.0251	0.0225	---	0.0294	5.60	0.995	1.00	17	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1016	2	5	Qua	0.0230	0.0229	0.0215	0.0203	0.0180	0.0162	---	0.0203	5.97	0.995	1.00	13	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1260	2	1	Qua	0.0541	0.0499	0.0449	0.0409	0.0361	0.0321	---	0.0430	7.28	0.994	1.00	19	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1260	2	2	Qua	0.0571	0.0547	0.0501	0.0463	0.0411	0.0371	---	0.0478	7.36	0.996	1.00	16	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1260	2	3	Qua	0.0280	0.0258	0.0234	0.0221	0.0199	0.0192	---	0.0231	7.99	0.999	1.00	15	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1260	2	4	AVG	0.0427	0.0396	0.0386	0.0378	0.0353	0.0336	---	0.0380	8.35	0.999	1.00	8.5	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1260	2	5	AVG	0.0398	0.0355	0.0353	0.0319	0.0304	0.0328	---	0.0344	9.05	0.998	0.999	9.7	50.00	200.0	500.0	1000	2000	4000		
Arcochlor-1221	2	1	AVG	---	---	---	---	---	---	---	0.00996	4.25	-1	-1	Lvl=10	500.0							
Arcochlor-1221	2	2	AVG	---	---	---	---	---	---	---	0.00592	4.40	-1	-1	Lvl=10	500.0							
Arcochlor-1221	2	3	AVG	---	---	---	---	---	---	---	0.0217	4.47	-1	-1	Lvl=10	500.0							
Arcochlor-1232	2	1	AVG	---	---	---	---	---	---	---	0.0183	4.47	-1	-1	Lvl=7	500.0							
Arcochlor-1232	2	2	AVG	---	---	---	---	---	---	---	0.0169	4.89	-1	-1	Lvl=7	500.0							
Arcochlor-1232	2	3	AVG	---	---	---	---	---	---	---	0.0309	5.27	-1	-1	Lvl=7	500.0							
Arcochlor-1232	2	4	AVG	---	---	---	---	---	---	---	0.0139	5.60	-1	-1	Lvl=7	500.0							
Arcochlor-1232	2	5	AVG	---	---	---	---	---	---	---	0.00908	6.11	-1	-1	Lvl=7	500.0							
Arcochlor-1242	2	1	AVG	---	---	---	---	---	---	---	0.0155	4.47	-1	-1	Lvl=8	500.0							
Arcochlor-1242	2	2	AVG	---	---	---	---	---	---	---	0.0279	4.89	-1	-1	Lvl=8	500.0							
Arcochlor-1242	2	3	AVG	---	---	---	---	---	---	---	0.0550	5.27	-1	-1	Lvl=8	500.0							
Arcochlor-1242	2	4	AVG	---	---	---	---	---	---	---	0.0230	5.60	-1	-1	Lvl=8	500.0							
Arcochlor-1242	2	5	AVG	---	---	---	---	---	---	---	0.0178	5.97	-1	-1	Lvl=8	500.0							
Arcochlor-1248	2	1	AVG	---	---	---	---	---	---	---	0.0148	4.88	-1	-1	Lvl=9	500.0							
Arcochlor-1248	2	2	AVG	---	---	---	---	---	---	---	0.0382	5.27	-1	-1	Lvl=9	500.0							
Arcochlor-1248	2	3	AVG	---	---	---	---	---	---	---	0.0288	5.60	-1	-1	Lvl=9	500.0							
Avg Rsd Col 1: 13.46 Avg Rsd Col 2: 13.05																							

Flags

c - failed the initial calibration criteria(if applicable)

Note:

Col = Column Number

Mr = MultiPeak Analyte 0=single peak analyte, >0=multi peak analyte (i.e. nch/chlordane etc.)

Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound.

Corr 1 = Correlation Coefficient for linear Fit.

Corr 2 = Correlation Coefficient for quad Fit.

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <=20 or Corr >= .995
Columns: Signal #1 db-1701 : Signal #2 db-608

^Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Method: EPA 8082A

Form 6
Initial Calibration

Instrument: GC_2

Level #	Data File	Cal Identifier	Analysis Date/Time	Level #	Data File	Cal Identifier	Analysis Date/Time	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8
1	2G128450.D	CAL 1660@500PPB	03/02/18 08:39	2	2G128451.D	CAL 1660@200PPB	03/02/18 08:54	0.0269	6.11	-1	-1	Lvl=9	500.0							
3	2G128452.D	CAL 1660@500PPB	03/02/18 09:10	4	2G128453.D	CAL 1660@1000PPB	03/02/18 09:26	0.0346	6.25	-1	-1	Lvl=9	500.0							
5	2G128454.D	CAL 1660@2000PPB	03/02/18 10:28	6	2G128455.D	CAL 1660@4000PPB	03/02/18 10:44	0.0499	6.47	-1	-1	Lvl=10	500.0							
7	2G128445.D	CAL 3268@500PPB	03/02/18 07:21	8	2G128446.D	CAL 1242@500PPB	03/02/18 07:36	0.0149	6.81	-1	-1	Lvl=10	500.0							
9	2G128447.D	CAL 1248@500PPB	03/02/18 07:52	10	2G128448.D	CAL 2154@500PPB	03/02/18 08:08	0.0383	7.21	-1	-1	Lvl=10	500.0							
Compound	Col Nr	Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8										
Arcochlor-1248	2	4	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1248	2	5	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1254	2	1	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1254	2	2	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1254	2	3	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1254	2	4	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1254	2	5	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1262	2	1	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1262	2	2	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1262	2	3	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1262	2	4	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1262	2	5	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1268	2	1	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1268	2	2	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1268	2	3	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1268	2	4	Avg	---	---	---	---	---	---	---			500.0							
Arcochlor-1268	2	5	Avg	---	---	---	---	---	---	---			500.0							
DCB-Surrogate	2	0	Avg	0.7035	0.6973	0.6844	0.6699	0.6272	0.5951	---			5.00	20.00	50.00	100.0	200.0	400.0		

Avg Rsd Col 1: 13.46 Avg Rsd Col 2: 13.05

Flags

c - failed the initial calibration criteria (if applicable)

Note:

Col = Column Number
 Mr = MultiPeak Analyte 0=single peak analyte, >0=multi peak analyte (i.e. nch/chlordane etc.)
 Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound.
 Corr 1 = Correlation Coefficient for linear Eq.
 Corr 2 = Correlation Coefficient for quad Eq.

All Response Factors = Response Factors / 10000
 Initial Calibration Criteria: either %RSD <= 20 or Corr >= .995
 Columns: Signal #1 dh-1701 : Signal #2 dh-608

^Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Level #:	Data File:	Cal Identifier:	Analysis Date/Time
1	2G128986.D	CAL 1660@500PB	04/05/18 23:10	2	2G128987.D	CAL 1660@200PB	04/05/18 23:25
3	2G128988.D	CAL 1660@500PB	04/05/18 23:41	4	2G128989.D	CAL 1660@1000PB	04/05/18 23:56
5	2G128990.D	CAL 1660@2000PB	04/06/18 00:12	6	2G128991.D	CAL 1660@4000PB	04/06/18 00:27
7	2G128981.D	CAL 3268@500PB	04/05/18 21:52	8	2G128982.D	CAL 1242@500PB	04/05/18 22:08
9	2G128983.D	CAL 1248@500PB	04/05/18 22:23	10	2G128984.D	CAL 2154@500PB	04/05/18 22:39

Compound	Col Mr	Flt	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8
CMX-Surrogate	1	0	Avg	0.9143	0.9006	0.8460	0.8107	0.8124	0.7628	---	0.842	3.82	0.999	1.00	6.9	5.00	20.00	50.00	100.0	200.0	400.0	---	---
Aroclor-1016	1	1	Que	0.0249	0.0239	0.0231	0.0210	0.0197	0.0175	---	0.0217	4.32	0.996	1.00	13	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1016	1	2	Que	0.0538	0.0484	0.0420	0.0373	0.0344	0.0299	---	0.0410	4.68	0.994	1.00	22	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1016	1	3	Que	0.0936	0.0864	0.0767	0.0762	0.0662	0.0592	---	0.0764	5.16	0.994	0.999	17	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1016	1	4	Que	0.0288	0.0294	0.0268	0.0252	0.0243	0.0219	---	0.0261	5.40	0.997	1.00	11	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1016	1	5	Que	0.0729	0.0711	0.0623	0.0582	0.0546	0.0478	---	0.0612	5.51	0.995	1.00	16	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1260	1	1	Que	0.0557	0.0524	0.0478	0.0428	0.0391	0.0355	---	0.0456	7.02	0.997	1.00	17	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1260	1	2	Que	0.0577	0.0564	0.0520	0.0473	0.0444	0.0400	---	0.0496	7.27	0.997	1.00	14	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1260	1	3	Avg	0.0266	0.0275	0.0268	0.0259	0.0256	0.0245	---	0.0262	7.47	1.00	1.00	4.0	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1260	1	4	Que	0.0454	0.0392	0.0363	0.0335	0.0327	0.0299	---	0.0362	8.05	0.998	1.00	15	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1260	1	5	Avg	0.0562	0.0584	0.0542	0.0509	0.0526	0.0502	---	0.0538	8.78	0.999	1.00	5.9	50.00	200.0	500.0	1000.0	2000.0	4000.0	---	---
Aroclor-1221	1	1	Avg	---	---	---	---	---	---	---	0.0124	4.11	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1221	1	2	Avg	---	---	---	---	---	---	---	0.00751	4.26	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1221	1	3	Avg	---	---	---	---	---	---	---	0.0302	4.32	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1232	1	1	Avg	---	---	---	---	---	---	---	0.0210	4.32	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1232	1	2	Avg	---	---	---	---	---	---	---	0.0184	4.68	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1232	1	3	Avg	---	---	---	---	---	---	---	0.0324	5.16	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1232	1	4	Avg	---	---	---	---	---	---	---	0.0146	5.29	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1232	1	5	Avg	---	---	---	---	---	---	---	0.0159	5.75	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1242	1	1	Avg	---	---	---	---	---	---	---	0.0237	4.32	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1242	1	2	Avg	---	---	---	---	---	---	---	0.0398	4.68	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1242	1	3	Avg	---	---	---	---	---	---	---	0.0736	5.15	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1242	1	4	Avg	---	---	---	---	---	---	---	0.0593	5.51	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1242	1	5	Avg	---	---	---	---	---	---	---	0.0351	5.75	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1248	1	1	Avg	---	---	---	---	---	---	---	0.0170	4.68	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1248	1	2	Avg	---	---	---	---	---	---	---	0.0377	5.16	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1248	1	3	Avg	---	---	---	---	---	---	---	0.0712	5.50	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1248	1	4	Avg	---	---	---	---	---	---	---	0.0347	5.85	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1248	1	5	Avg	---	---	---	---	---	---	---	0.0404	6.46	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1254	1	1	Avg	---	---	---	---	---	---	---	0.0192	6.65	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1254	1	2	Avg	---	---	---	---	---	---	---	0.0663	6.86	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1254	1	3	Avg	---	---	---	---	---	---	---	0.0391	7.02	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1254	1	4	Avg	---	---	---	---	---	---	---	0.0494	7.16	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1254	1	5	Avg	---	---	---	---	---	---	---	0.0186	7.55	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1262	1	1	Avg	---	---	---	---	---	---	---	0.0573	7.70	---	---	---	50.00	---	---	---	---	---	---	---
Aroclor-1262	1	2	Avg	---	---	---	---	---	---	---	0.0315	8.71	---	---	---	50.00	---	---	---	---	---	---	---

Flags

c - failed the initial calibration
criteria (if applicable)

Note:

Col = Column Number

Mr = MultiPeak Analyte 0=single peak analyte, >0=multi peak analyte (i.e. nch/chlordane etc.)

Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound.

Corr 1 = Correlation Coefficient for linear Fit.

Corr 2 = Correlation Coefficient for quad Fit.

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <= 20 or Corr >= 995
(Columns: Signal #1 db-1701 : Signal #2 db-608)

*Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Level #	Data File	Cal Identifier	Analysis Date/Time	Level #	Data File	Cal Identifier	Analysis Date/Time	Calibration Level Concentrations																
1	2G128986.D	CAL 1660@500PB	04/05/18 23:10	2	2G128987.D	CAL 1660@200PB	04/05/18 23:25																	
3	2G128988.D	CAL 1660@500PB	04/05/18 23:41	4	2G128989.D	CAL 1660@1000PB	04/05/18 23:56																	
5	2G128990.D	CAL 1660@2000PB	04/06/18 00:12	6	2G128991.D	CAL 1660@4000PB	04/06/18 00:27																	
7	2G128981.D	CAL 3268@500PB	04/05/18 21:52	8	2G128982.D	CAL 1242@500PB	04/05/18 22:08																	
9	2G128983.D	CAL 1248@500PB	04/05/18 22:23	10	2G128984.D	CAL 2154@500PB	04/05/18 22:39																	
Compound	Col	Mt	Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	LV1	LV2	LV3	LV4	LV5	LV6	LV7	LV8
Arcochlor-1262	1	3	Avg	---	---	---	---	---	---	---	---	0.0627	8.77	-1	-1	LV=11	500.0							
Arcochlor-1262	1	4	Avg	---	---	---	---	---	---	---	---	0.0292	9.49	-1	-1	LV=11	500.0							
Arcochlor-1262	1	5	Avg	---	---	---	---	---	---	---	---	0.0108	9.85	-1	-1	LV=11	500.0							
Arcochlor-1268	1	1	Avg	---	---	---	---	---	---	---	---	0.0110	8.05	-1	-1	LV=7	500.0							
Arcochlor-1268	1	2	Avg	---	---	---	---	---	---	---	---	0.00802	8.38	-1	-1	LV=7	500.0							
Arcochlor-1268	1	3	Avg	---	---	---	---	---	---	---	---	0.0717	8.95	-1	-1	LV=7	500.0							
Arcochlor-1268	1	4	Avg	---	---	---	---	---	---	---	---	0.0205	9.05	-1	-1	LV=7	500.0							
Arcochlor-1268	1	5	Avg	---	---	---	---	---	---	---	---	0.216	9.84	-1	-1	LV=7	500.0							
DCB-Surrogate	1	0	Qua	0.8885	0.8467	0.7775	0.7131	0.6949	0.6425	---	---	0.761	10.06	0.998	1.00	12	5.00	20.00	50.00	100.0	200.0	400.0		
TCMX-Surrogate	2	0	Avg	0.6491	0.6551	0.6297	0.6024	0.6767	0.6337	---	---	0.641	3.86	0.998	0.999	4.0	5.00	20.00	50.00	100.0	200.0	400.0		
Arcochlor-1016	2	1	Qua	0.0217	0.0198	0.0199	0.0173	0.0166	0.0149	---	---	0.0184	4.47	0.996	1.00	14	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1016	2	2	Qua	0.0433	0.0405	0.0355	0.0317	0.0294	0.0259	---	---	0.0344	4.88	0.995	1.00	19	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1016	2	3	Qua	0.0846	0.0786	0.0707	0.0645	0.0617	0.0554	---	---	0.0693	5.28	0.997	1.00	16	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1016	2	4	Qua	0.0347	0.0327	0.0288	0.0264	0.0248	0.0222	---	---	0.0283	5.60	0.996	1.00	17	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1016	2	5	Qua	0.0234	0.0227	0.0203	0.0187	0.0177	0.0159	---	---	0.0198	5.97	0.997	1.00	15	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1260	2	1	Qua	0.0534	0.0468	0.0427	0.0365	0.0353	0.0316	---	---	0.0414	7.27	0.996	1.00	19	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1260	2	2	Qua	0.0579	0.0501	0.0477	0.0429	0.0408	0.0366	---	---	0.0460	7.36	0.997	1.00	16	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1260	2	3	Qua	0.0264	0.0249	0.0227	0.0205	0.0199	0.0188	---	---	0.0222	7.99	0.999	1.00	14	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1260	2	4	Qua	0.0442	0.0411	0.0379	0.0351	0.0347	0.0327	---	---	0.0377	8.35	0.999	1.00	12	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1260	2	5	Avg	0.0380	0.0362	0.0355	0.0325	0.0330	0.0319	---	---	0.0345	9.05	1.00	1.00	7.0	50.00	200.0	500.0	1000.0	2000.0	4000.0		
Arcochlor-1221	2	1	Avg	---	---	---	---	---	---	---	---	0.0106	4.25	-1	-1	LV=10	500.0							
Arcochlor-1221	2	2	Avg	---	---	---	---	---	---	---	---	0.00575	4.40	-1	-1	LV=10	500.0							
Arcochlor-1221	2	3	Avg	---	---	---	---	---	---	---	---	0.0206	4.47	-1	-1	LV=10	500.0							
Arcochlor-1232	2	1	Avg	---	---	---	---	---	---	---	---	0.0174	4.47	-1	-1	LV=7	500.0							
Arcochlor-1232	2	2	Avg	---	---	---	---	---	---	---	---	0.0162	4.89	-1	-1	LV=7	500.0							
Arcochlor-1232	2	3	Avg	---	---	---	---	---	---	---	---	0.0294	5.28	-1	-1	LV=7	500.0							
Arcochlor-1232	2	4	Avg	---	---	---	---	---	---	---	---	0.0131	5.60	-1	-1	LV=7	500.0							
Arcochlor-1232	2	5	Avg	---	---	---	---	---	---	---	---	0.00877	6.11	-1	-1	LV=7	500.0							
Arcochlor-1242	2	1	Avg	---	---	---	---	---	---	---	---	0.0199	4.47	-1	-1	LV=8	500.0							
Arcochlor-1242	2	2	Avg	---	---	---	---	---	---	---	---	0.0340	4.88	-1	-1	LV=8	500.0							
Arcochlor-1242	2	3	Avg	---	---	---	---	---	---	---	---	0.0676	5.27	-1	-1	LV=8	500.0							
Arcochlor-1242	2	4	Avg	---	---	---	---	---	---	---	---	0.0276	5.60	-1	-1	LV=8	500.0							
Arcochlor-1242	2	5	Avg	---	---	---	---	---	---	---	---	0.0210	5.97	-1	-1	LV=8	500.0							
Arcochlor-1248	2	1	Avg	---	---	---	---	---	---	---	---	0.0138	4.88	-1	-1	LV=9	500.0							
Arcochlor-1248	2	2	Avg	---	---	---	---	---	---	---	---	0.0337	5.27	-1	-1	LV=9	500.0							
Arcochlor-1248	2	3	Avg	---	---	---	---	---	---	---	---	0.0258	5.60	-1	-1	LV=9	500.0							

Avg Rsd Col 1: 12.79 Avg Rsd Col 2: 13.59

Flags
c - failed the initial calibration criteria (if applicable)

Note:

Col = Column Number
Mr = MultiPeak Analyte 0=single peak analyte >0=multi peak analyte (i.e. nch/chlordane etc.)
Fit = Indicates whether Ave RF, Linear, or Quadratic Curve was used for compound.
Corr 1 = Correlation Coefficient for linear Fit.
Corr 2 = Correlation Coefficient for quad Fit.

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <=20 or Corr >= .995
Columns: Signal #1 db-1701 : Signal #2 db-608

LV1: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Level #	Data File	Cal Identifier	Analysis Date/Time	Level #	Data File	Cal Identifier	Analysis Date/Time	Calibration Level Concentrations																
1	2G128986.D	CAL 1660@500PPB	04/05/18 23:10	2	2G128987.D	CAL 1660@200PPB	04/05/18 23:25																	
3	2G128988.D	CAL 1660@500PPB	04/05/18 23:41	4	2G128989.D	CAL 1660@1000PPB	04/05/18 23:56																	
5	2G128990.D	CAL 1660@2000PPB	04/06/18 00:12	6	2G128991.D	CAL 1660@4000PPB	04/06/18 00:27																	
7	2G128981.D	CAL 3268@500PPB	04/05/18 21:52	8	2G128982.D	CAL 1242@500PPB	04/05/18 22:08																	
9	2G128983.D	CAL 1248@500PPB	04/05/18 22:23	10	2G128984.D	CAL 2154@500PPB	04/05/18 22:39																	
Compound	Col	Mr	Ft	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	Lv1	Lv2	Lv3	Lv4	Lv5	Lv6	Lv7	Lv8
Atoclor-1248	2	4	Avg	---	---	---	---	---	---	---	---	0.0243	6.11	-1	-1	Lv=9	500.0							
Atoclor-1248	2	5	Avg	---	---	---	---	---	---	---	---	0.0311	6.25	-1	-1	Lv=9	500.0							
Atoclor-1254	2	1	Avg	---	---	---	---	---	---	---	---	0.0500	6.47	-1	-1	Lv=10	500.0							
Atoclor-1254	2	2	Avg	---	---	---	---	---	---	---	---	0.0148	6.81	-1	-1	Lv=10	500.0							
Atoclor-1254	2	3	Avg	---	---	---	---	---	---	---	---	0.0358	7.21	-1	-1	Lv=10	500.0							
Atoclor-1254	2	4	Avg	---	---	---	---	---	---	---	---	0.0145	7.73	-1	-1	Lv=10	500.0							
Atoclor-1254	2	5	Avg	---	---	---	---	---	---	---	---	0.0177	8.41	-1	-1	Lv=10	500.0							
Atoclor-1262	2	1	Avg	---	---	---	---	---	---	---	---	0.0391	7.78	-1	-1	Lv=11	500.0							
Atoclor-1262	2	2	Avg	---	---	---	---	---	---	---	---	0.0298	8.94	-1	-1	Lv=11	500.0							
Atoclor-1262	2	3	Avg	---	---	---	---	---	---	---	---	0.0357	9.05	-1	-1	Lv=11	500.0							
Atoclor-1262	2	4	Avg	---	---	---	---	---	---	---	---	0.0367	9.65	-1	-1	Lv=11	500.0							
Atoclor-1262	2	5	Avg	---	---	---	---	---	---	---	---	0.0105	10.19	-1	-1	Lv=11	500.0							
Atoclor-1268	2	1	Avg	---	---	---	---	---	---	---	---	0.00626	8.44	-1	-1	Lv=7	500.0							
Atoclor-1268	2	2	Avg	---	---	---	---	---	---	---	---	0.0112	8.49	-1	-1	Lv=7	500.0							
Atoclor-1268	2	3	Avg	---	---	---	---	---	---	---	---	0.0688	9.38	-1	-1	Lv=7	500.0							
Atoclor-1268	2	4	Avg	---	---	---	---	---	---	---	---	0.0182	9.55	-1	-1	Lv=7	500.0							
Atoclor-1268	2	5	Avg	---	---	---	---	---	---	---	---	0.226	10.19	-1	-1	Lv=7	500.0							
DCB-Surrogate	2	0	Que	0.9177	0.8343	0.7840	0.7434	0.7321	0.6780	---	---	0.782	10.74	0.999	1.00	11	5.00	20.00	50.00	100.0	200.0	400.0		

Avg Rsd Col 1: 12.79 Avg Rsd Col 2: 13.59

Flags

c - failed the initial calibration criteria(if applicable)

Note:

Col = Column Number

Mr = MultiPeak Analyte (0=single peak analyte, >0=multi peak analyte (i.e. nch/chlordane etc.))

Fit = Indicates whether Ave RF: 1 linear, or Quadratic Curve was used for compound.

Corr 1 = Correlation Coefficient for linear Fit

Corr 2 = Correlation Coefficient for quad Fit

^Lv1: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <=20 or Corr >= .995
Columns: Signal #1 db-1701 : Signal #2 db-608

Form7
Continuing Calibration

Method: EPA 8082A

8040431 0135

Data File:				2G128973.D			2G128979.D			2G129011.D								
Method:				8082			8082			8082								
Calibration Name:				CAL 1660@500PP			CAL 1660@500PP			CAL 1660@1000PP								
Calibration Date/Time				04/05/18 10:24			04/05/18 17:00			04/06/18 05:36								
Compound	Limit	Col	Mr	Conc			Conc			Conc			Conc			Conc		
				Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff
TCMX-Surrogate	20	1	0	43.44	50	13.1	43.86	50	12.3	103.4	100	3.3						
Aroclor-1016	20	1	1	472.9	500	5.4	469.5	500	6.1	1062	1000	6.2						
Aroclor-1016	20	1	2	491.4	500	1.7	497.2	500	0.6	1060	1000	6.0						
Aroclor-1016	20	1	3	471.9	500	5.6	467.2	500	6.6	1028	1000	2.8						
Aroclor-1016	20	1	4	451.3	500	9.8	447.6	500	10.5	1044	1000	4.4						
Aroclor-1016	20	1	5	440.9	500	11.8	461.1	500	7.8	1038	1000	3.8						
Aroclor-1260	20	1	1	466.9	500	6.6	495.7	500	0.9	1071	1000	7.1						
Aroclor-1260	20	1	2	473.9	500	5.2	489.1	500	2.2	1056	1000	5.6						
Aroclor-1260	20	1	3	448.9	500	10.2	471	500	5.8	1046	1000	4.6						
Aroclor-1260	20	1	4	465	500	7.0	477.0	500	4.6	1050	1000	5.0						
Aroclor-1260	20	1	5	445.2	500	11.0	459.4	500	8.1	996.5	1000	0.3						
DCB-Surrogate	20	1	0	41.82	50	16.4	42.18	50	15.6	109.9	100	9.9						
Average Difference	20	1	0			8.7			6.7			4.9						
TCMX-Surrogate	20	2	0	42.74	50	14.5	44.77	50	10.5	99.13	100	0.9						
Aroclor-1016	20	2	1	505.2	500	1.0	485.4	500	2.9	1023	1000	2.3						
Aroclor-1016	20	2	2	490	500	2.0	501.6	500	0.3	1036	1000	3.6						
Aroclor-1016	20	2	3	459.1	500	8.2	476.0	500	4.8	1031	1000	3.1						
Aroclor-1016	20	2	4	478.5	500	4.3	483.7	500	3.3	1040	1000	4.0						
Aroclor-1016	20	2	5	470.7	500	5.9	473.6	500	5.3	1042	1000	4.2						
Aroclor-1260	20	2	1	476.3	500	4.7	506.7	500	1.3	1035	1000	3.5						
Aroclor-1260	20	2	2	458.8	500	8.2	502.6	500	0.5	1024	1000	2.4						
Aroclor-1260	20	2	3	457.1	500	8.6	491.2	500	1.8	1026	1000	2.6						
Aroclor-1260	20	2	4	474.2	500	5.2	491.2	500	1.8	1017	1000	1.7						
Aroclor-1260	20	2	5	472.5	500	5.5	483.7	500	3.3	890.8	1000	10.9						
DCB-Surrogate	20	2	0	42.9	50	14.2	41.06	50	17.9	101.7	100	1.7						
Average Difference	20	2	0			6.9			4.5			3.4						

Flags/Notes: * - Values outside of limits for this column/run

Form7

RtWindow Summary

Method: EPA 8082A

Data File:		2G128450.D		2G128986.D		2G128973.D		2G128986.D			
Calibration Name:		CAL 1660@50PPB		CAL 1660@50PPB		CAL 1660@500PPB		CAL 1660@50PPB			
Calibration Date/Time		3/2/2018 8:39:00 AM		4/5/2018 11:10:00 PM		4/5/2018 10:24:00 AM		4/5/2018 11:10:00 PM			
Compound	Col Mr	Cal RT	Limit	Cal RT	Limit	Cal RT	Limit	Cal RT	Limit	Cal RT	Limit
TCMX-Surrogate	1 0	3.83	(3.77 - 3.89)	3.82	(3.76 - 3.88)	3.83	(3.77 - 3.89)	3.82	(3.76 - 3.88)		
Aroclor-1016	1 1	4.33	(4.29 - 4.37)	4.32	(4.28 - 4.36)	4.33	(4.29 - 4.37)	4.32	(4.28 - 4.36)		
Aroclor-1016	1 2	4.70	(4.66 - 4.74)	4.68	(4.64 - 4.72)	4.69	(4.65 - 4.73)	4.68	(4.64 - 4.72)		
Aroclor-1016	1 3	5.17	(5.13 - 5.21)	5.15	(5.11 - 5.19)	5.16	(5.12 - 5.20)	5.16	(5.12 - 5.20)		
Aroclor-1016	1 4	5.41	(5.37 - 5.45)	5.40	(5.36 - 5.44)	5.40	(5.36 - 5.44)	5.40	(5.36 - 5.44)		
Aroclor-1016	1 5	5.53	(5.49 - 5.57)	5.51	(5.47 - 5.55)	5.52	(5.48 - 5.56)	5.51	(5.47 - 5.55)		
Aroclor-1260	1 1	7.03	(6.99 - 7.07)	7.02	(6.98 - 7.06)	7.02	(6.98 - 7.06)	7.02	(6.98 - 7.06)		
Aroclor-1260	1 2	7.29	(7.25 - 7.33)	7.27	(7.23 - 7.31)	7.28	(7.24 - 7.32)	7.28	(7.24 - 7.32)		
Aroclor-1260	1 3	7.49	(7.45 - 7.53)	7.47	(7.43 - 7.51)	7.47	(7.43 - 7.51)	7.47	(7.43 - 7.51)		
Aroclor-1260	1 4	8.07	(8.03 - 8.11)	8.05	(8.01 - 8.09)	8.06	(8.02 - 8.10)	8.05	(8.01 - 8.09)		
Aroclor-1260	1 5	8.79	(8.75 - 8.83)	8.78	(8.74 - 8.82)	8.78	(8.74 - 8.82)	8.78	(8.74 - 8.82)		
Aroclor-1221	1 1	4.13	(4.09 - 4.17)	4.11	(4.07 - 4.15)						
Aroclor-1221	1 2	4.27	(4.23 - 4.31)	4.26	(4.22 - 4.30)						
Aroclor-1221	1 3	4.33	(4.29 - 4.37)	4.32	(4.28 - 4.36)						
Aroclor-1232	1 1	4.33	(4.29 - 4.37)	4.32	(4.28 - 4.36)						
Aroclor-1232	1 2	4.70	(4.66 - 4.74)	4.68	(4.64 - 4.72)						
Aroclor-1232	1 3	5.17	(5.13 - 5.21)	5.16	(5.12 - 5.20)						
Aroclor-1232	1 4	5.30	(5.26 - 5.34)	5.29	(5.25 - 5.33)						
Aroclor-1232	1 5	5.76	(5.72 - 5.80)	5.75	(5.71 - 5.79)						
Aroclor-1242	1 1	4.33	(4.29 - 4.37)	4.32	(4.28 - 4.36)						
Aroclor-1242	1 2	4.70	(4.66 - 4.74)	4.68	(4.64 - 4.72)						
Aroclor-1242	1 3	5.17	(5.13 - 5.21)	5.15	(5.11 - 5.19)						
Aroclor-1242	1 4	5.52	(5.48 - 5.56)	5.51	(5.47 - 5.55)						
Aroclor-1242	1 5	5.76	(5.72 - 5.80)	5.75	(5.71 - 5.79)						
Aroclor-1248	1 1	4.70	(4.66 - 4.74)	4.68	(4.64 - 4.72)						
Aroclor-1248	1 2	5.17	(5.13 - 5.21)	5.16	(5.12 - 5.20)						
Aroclor-1248	1 3	5.51	(5.47 - 5.55)	5.50	(5.46 - 5.54)						
Aroclor-1248	1 4	5.87	(5.83 - 5.91)	5.85	(5.81 - 5.89)						
Aroclor-1248	1 5	6.47	(6.43 - 6.51)	6.46	(6.42 - 6.50)						
Aroclor-1254	1 1	6.67	(6.63 - 6.71)	6.65	(6.61 - 6.69)						
Aroclor-1254	1 2	6.88	(6.84 - 6.92)	6.86	(6.82 - 6.90)						
Aroclor-1254	1 3	7.04	(7.00 - 7.08)	7.02	(6.98 - 7.06)						
Aroclor-1254	1 4	7.17	(7.13 - 7.21)	7.16	(7.12 - 7.20)						
Aroclor-1254	1 5	7.55	(7.51 - 7.59)	7.55	(7.51 - 7.59)						
Aroclor-1262	1 1	7.72	(7.68 - 7.76)	7.70	(7.66 - 7.74)						
Aroclor-1262	1 2	8.72	(8.68 - 8.76)	8.71	(8.67 - 8.75)						
Aroclor-1262	1 3	8.79	(8.75 - 8.83)	8.77	(8.73 - 8.81)						
Aroclor-1262	1 4	9.51	(9.47 - 9.55)	9.49	(9.45 - 9.53)						
Aroclor-1262	1 5	9.87	(9.83 - 9.91)	9.85	(9.81 - 9.89)						
Aroclor-1268	1 1	8.07	(8.03 - 8.11)	8.05	(8.01 - 8.09)						
Aroclor-1268	1 2	8.39	(8.35 - 8.43)	8.38	(8.34 - 8.42)						
Aroclor-1268	1 3	8.96	(8.92 - 9.00)	8.95	(8.91 - 8.99)						
Aroclor-1268	1 4	9.06	(9.02 - 9.10)	9.05	(9.01 - 9.09)						
Aroclor-1268	1 5	9.86	(9.82 - 9.90)	9.84	(9.80 - 9.88)						
DCB-Surrogate	1 0	10.09	(10.03 - 10.15)	10.06	(10.00 - 10.12)	10.07	(10.01 - 10.13)	10.06	(10.00 - 10.12)		
TCMX-Surrogate	2 0	3.87	(3.81 - 3.93)	3.86	(3.80 - 3.92)	3.86	(3.80 - 3.92)	3.86	(3.80 - 3.92)		
Aroclor-1016	2 1	4.47	(4.43 - 4.51)	4.47	(4.43 - 4.51)	4.47	(4.43 - 4.51)	4.47	(4.43 - 4.51)		
Aroclor-1016	2 2	4.89	(4.85 - 4.93)	4.88	(4.84 - 4.92)	4.88	(4.84 - 4.92)	4.88	(4.84 - 4.92)		
Aroclor-1016	2 3	5.28	(5.24 - 5.32)	5.27	(5.23 - 5.31)	5.27	(5.23 - 5.31)	5.28	(5.24 - 5.32)		
Aroclor-1016	2 4	5.60	(5.56 - 5.64)	5.60	(5.56 - 5.64)	5.59	(5.55 - 5.63)	5.60	(5.56 - 5.64)		
Aroclor-1016	2 5	5.97	(5.93 - 6.01)	5.97	(5.93 - 6.01)	5.97	(5.93 - 6.01)	5.97	(5.93 - 6.01)		
Aroclor-1260	2 1	7.28	(7.24 - 7.32)	7.27	(7.23 - 7.31)	7.27	(7.23 - 7.31)	7.27	(7.23 - 7.31)		
Aroclor-1260	2 2	7.36	(7.32 - 7.40)	7.36	(7.32 - 7.40)	7.36	(7.32 - 7.40)	7.36	(7.32 - 7.40)		
Aroclor-1260	2 3	7.99	(7.95 - 8.03)	7.99	(7.95 - 8.03)	7.99	(7.95 - 8.03)	7.99	(7.95 - 8.03)		
Aroclor-1260	2 4	8.35	(8.31 - 8.39)	8.35	(8.31 - 8.39)	8.35	(8.31 - 8.39)	8.35	(8.31 - 8.39)		
Aroclor-1260	2 5	9.05	(9.01 - 9.09)	9.05	(9.01 - 9.09)	9.05	(9.01 - 9.09)	9.05	(9.01 - 9.09)		
Aroclor-1221	2 1	4.25	(4.21 - 4.29)	4.25	(4.21 - 4.29)						
Aroclor-1221	2 2	4.40	(4.36 - 4.44)	4.40	(4.36 - 4.44)						
Aroclor-1221	2 3	4.47	(4.43 - 4.51)	4.47	(4.43 - 4.51)						
Aroclor-1232	2 1	4.47	(4.43 - 4.51)	4.47	(4.43 - 4.51)						
Aroclor-1232	2 2	4.89	(4.85 - 4.93)	4.89	(4.85 - 4.93)						
Aroclor-1232	2 3	5.27	(5.23 - 5.31)	5.28	(5.24 - 5.32)						
Aroclor-1232	2 4	5.60	(5.56 - 5.64)	5.60	(5.56 - 5.64)						
Aroclor-1232	2 5	6.11	(6.07 - 6.15)	6.11	(6.07 - 6.15)						
Aroclor-1242	2 1	4.47	(4.43 - 4.51)	4.47	(4.43 - 4.51)						
Aroclor-1242	2 2	4.89	(4.85 - 4.93)	4.88	(4.84 - 4.92)						
Aroclor-1242	2 3	5.27	(5.23 - 5.31)	5.27	(5.23 - 5.31)						
Aroclor-1242	2 4	5.60	(5.56 - 5.64)	5.60	(5.56 - 5.64)						
Aroclor-1242	2 5	5.97	(5.93 - 6.01)	5.97	(5.93 - 6.01)						
Aroclor-1248	2 1	4.88	(4.84 - 4.92)	4.88	(4.84 - 4.92)						
Aroclor-1248	2 2	5.27	(5.23 - 5.31)	5.27	(5.23 - 5.31)						
Aroclor-1248	2 3	5.60	(5.56 - 5.64)	5.60	(5.56 - 5.64)						
Aroclor-1248	2 4	6.11	(6.07 - 6.15)	6.11	(6.07 - 6.15)						
Aroclor-1248	2 5	6.25	(6.21 - 6.29)	6.25	(6.21 - 6.29)						
Aroclor-1254	2 1	6.47	(6.43 - 6.51)	6.47	(6.43 - 6.51)						
Aroclor-1254	2 2	6.81	(6.77 - 6.85)	6.81	(6.77 - 6.85)						
Aroclor-1254	2 3	7.21	(7.17 - 7.25)	7.21	(7.17 - 7.25)						
Aroclor-1254	2 4	7.73	(7.69 - 7.77)	7.73	(7.69 - 7.77)						
Aroclor-1254	2 5	8.41	(8.37 - 8.45)	8.41	(8.37 - 8.45)						
Aroclor-1262	2 1	7.78	(7.74 - 7.82)	7.78	(7.74 - 7.82)						
Aroclor-1262	2 2	8.94	(8.90 - 8.98)	8.94	(8.90 - 8.98)						
Aroclor-1262	2 3	9.05	(9.01 - 9.09)	9.05	(9.01 - 9.09)						
Aroclor-1262	2 4	9.65	(9.61 - 9.69)	9.65	(9.61 - 9.69)						
Aroclor-1262	2 5	10.20	(10.16 - 10.24)	10.19	(10.15 - 10.23)						
Aroclor-1268	2 1	8.45	(8.41 - 8.49)	8.44	(8.40 - 8.48)						
Aroclor-1268	2 2	8.49	(8.45 - 8.53)	8.49	(8.45 - 8.53)						
Aroclor-1268	2 3	9.39	(9.35 - 9.43)	9.38	(9.34 - 9.42)						
Aroclor-1268	2 4	9.55	(9.51 - 9.59)	9.55	(9.51 - 9.59)						
Aroclor-1268	2 5	10.20	(10.16 - 10.24)	10.19	(10.15 - 10.23)						
DCB-Surrogate	2 0	10.74	(10.68 - 10.80)	10.74	(10.68 - 10.80)	10.74	(10.68 - 10.80)	10.74	(10.68 - 10.80)		

TPH Data

Form1

ORGANICS PETROLEUM HYDROCARBON REPORT

Sample Number: AD03450-002 Method: EPA 8015D
 Client Id: SB03 Comp Matrix: Soil
 Data File: 4G60396.D Initial Vol: 5g
 Analysis Date: 04/05/18 23:25 Final Vol: 1ml
 Date Rec/Extracted: 04/04/18-04/05/18 Dilution: 1
 Column: DB-5MS 30M 0.250mm ID 0.25um film Solids: 82

		Units: mg/Kg					
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
	Total Petroleum Hydrocarbo	73	U				

Worksheet #: 459016

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

*U - Indicates the compound was analyzed but not detected.**R - Retention Time Out**B - Indicates the analyte was found in the blank as well as in the sample.**J - Indicates an estimated value when a compound is detected at less than the specified detection limit.**E - Indicates the analyte concentration exceeds the calibration range of the instrument.**d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a**Chlordane (Total) is sum of α-Chlordane and γ-Chlordane.*

Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
 Data File : 4G60396.D
 Signal(s) : FID1A.CH
 Acq On : 5 Apr 2018 23:25
 Operator : RAK/AH
 Sample : AD03450-002
 Misc : S.TPH
 ALS Vial : 20 Sample Multiplier: 1

Integration File: autoint1.e
 Quant Time: Apr 06 09:29:07 2018
 Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M
 Quant Title : @GC_4,mg,8015
 QLast Update : Thu Mar 08 13:09:54 2018
 Response via : Initial Calibration
 Integrator: ChemStation

Volume Inj. :
 Signal Phase :
 Signal Info :

Compound		R.T.	Response	Conc	Units

Target	Compounds				
1)mt	C8	0.000	0	N.D.	d
2)mte	C9	0.000	0	N.D.	d
3)mdte	C10	0.000	0	N.D.	d
4)mdte	C12	0.000	0	N.D.	d
5)mdte	C14	0.000	0	N.D.	d
6)dte	C16	0.000	0	N.D.	d
7)dte	C17	0.000	0	N.D.	d
8)dte	Pristane	0.000	0	N.D.	d
9)dte	C18	0.000	0	N.D.	d
10)dte	Phytane	0.000	0	N.D.	d
11)dte	C20	0.000	0	N.D.	d
12)dte	C22	0.000	0	N.D.	d
13)dte	C24	0.000	0	N.D.	d
14)dte	C26	0.000	0	N.D.	d
15)dte	C28	0.000	0	N.D.	d
16)te	C30	0.000	0	N.D.	d
17)te	C32	0.000	0	N.D.	d
18)te	C34	0.000	0	N.D.	d
19)te	C36	0.000	0	N.D.	d
20)t	C40	0.000	0	N.D.	d
21)	Chlorobenzene	2.889	125901	5.962	
22)	O-Terphenyl	8.235	575990	11.779	
23)d	Diesel Range Organics(T	0.000	0	N.D.	d
24)t	Total Petroleum Hydroca	8.235f	12368312	291.071	m
25)e	Ext. Petroleum Hydrocar	0.000	0	N.D.	d
26)m	Mineral Spirits(TOTAL)	0.000	0	N.D.	d
27)m	Stoddard Solvent(TOTAL)	0.000	0	N.D.	d

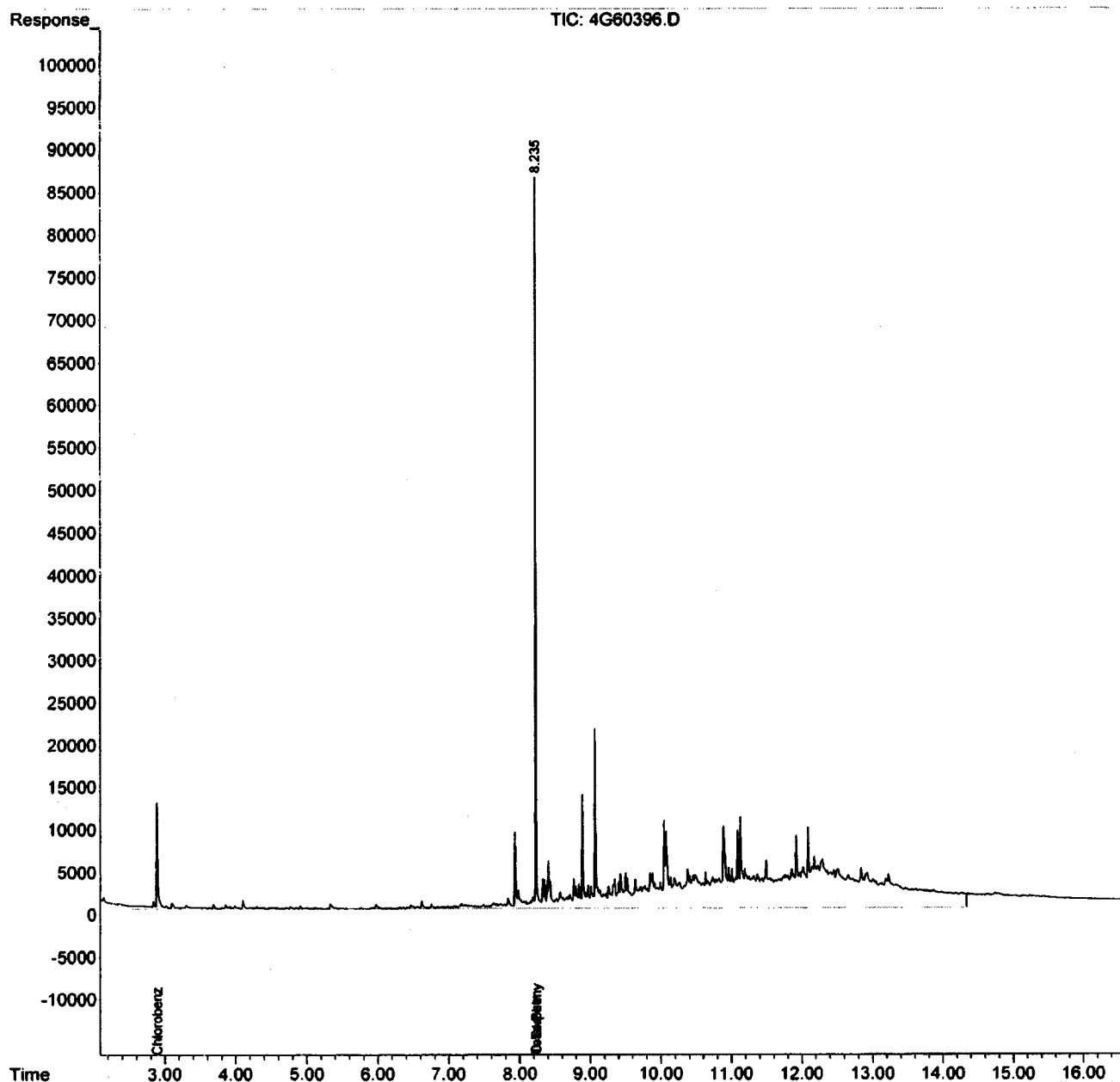
(f)=RT Delta > 1/2 Window

(m)=manual int.

Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
Data File : 4G60396.D
Signal(s) : FID1A.CH
Acq On : 5 Apr 2018 23:25
Operator : RAK/AH
Sample : AD03450-002
Misc : S.TPH
ALS Vial : 20 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 09:29:07 2018
Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M
Quant Title : @GC_4,mg,8015
QLast Update : Thu Mar 08 13:09:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



Form1

ORGANICS PETROLEUM HYDROCARBON REPORT

Sample Number: AD03450-004 Method: EPA 8015D
Client Id: SB01 Comp Matrix: Soil
Data File: 4G60397.D Initial Vol: 5g
Analysis Date: 04/05/18 23:50 Final Vol: 1ml
Date Rec/Extracted: 04/04/18-04/05/18 Dilution: 1
Column: DB-5MS 30M 0.250mm ID 0.25um film Solids: 82

Cas #	Compound	RL	Conc	Units: mg/Kg	Cas #	Compound	RL	Conc
	Total Petroleum Hydrocar	73	170					

Worksheet #: 459016

Total Target Concentration 170

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

B - Indicates the analyte was found in the blank as well as in the sample.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
 Data File : 4G60397.D
 Signal(s) : FID1A.CH
 Acq On : 5 Apr 2018 23:50
 Operator : RAK/AH
 Sample : AD03450-004
 Misc : S.TPH
 ALS Vial : 21 Sample Multiplier: 1

Integration File: autoint1.e

Quant Time: Apr 06 09:30:00 2018

Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M

Quant Title : @GC_4,mg,8015

QLast Update : Thu Mar 08 13:09:54 2018

Response via : Initial Calibration

Integrator: ChemStation

Volume Inj. :

Signal Phase :

Signal Info :

Compound		R.T.	Response	Conc Units	

Target	Compounds				
1)mt	C8	0.000	0	N.D.	d
2)mte	C9	0.000	0	N.D.	d
3)mdte	C10	0.000	0	N.D.	d
4)mdte	C12	0.000	0	N.D.	d
5)mdte	C14	0.000	0	N.D.	d
6)dte	C16	0.000	0	N.D.	d
7)dte	C17	0.000	0	N.D.	d
8)dte	Pristane	0.000	0	N.D.	d
9)dte	C18	0.000	0	N.D.	d
10)dte	Phytane	0.000	0	N.D.	d
11)dte	C20	0.000	0	N.D.	d
12)dte	C22	0.000	0	N.D.	d
13)dte	C24	0.000	0	N.D.	d
14)dte	C26	0.000	0	N.D.	d
15)dte	C28	0.000	0	N.D.	d
16)te	C30	0.000	0	N.D.	d
17)te	C32	0.000	0	N.D.	d
18)te	C34	0.000	0	N.D.	d
19)te	C36	0.000	0	N.D.	d
20)t	C40	0.000	0	N.D.	d
21)	Chlorobenzene	2.889	193982	9.185	
22)	O-Terphenyl	8.235	631984	12.924	m
23)d	Diesel Range Organics(T	0.000	0	N.D.	d
24)t	Total Petroleum Hydroca	8.235f	32467089	764.069	m
25)e	Ext. Petroleum Hydrocar	0.000	0	N.D.	d
26)m	Mineral Spirits(TOTAL)	0.000	0	N.D.	d
27)m	Stoddard Solvent(TOTAL)	0.000	0	N.D.	d

(f)=RT Delta > 1/2 Window

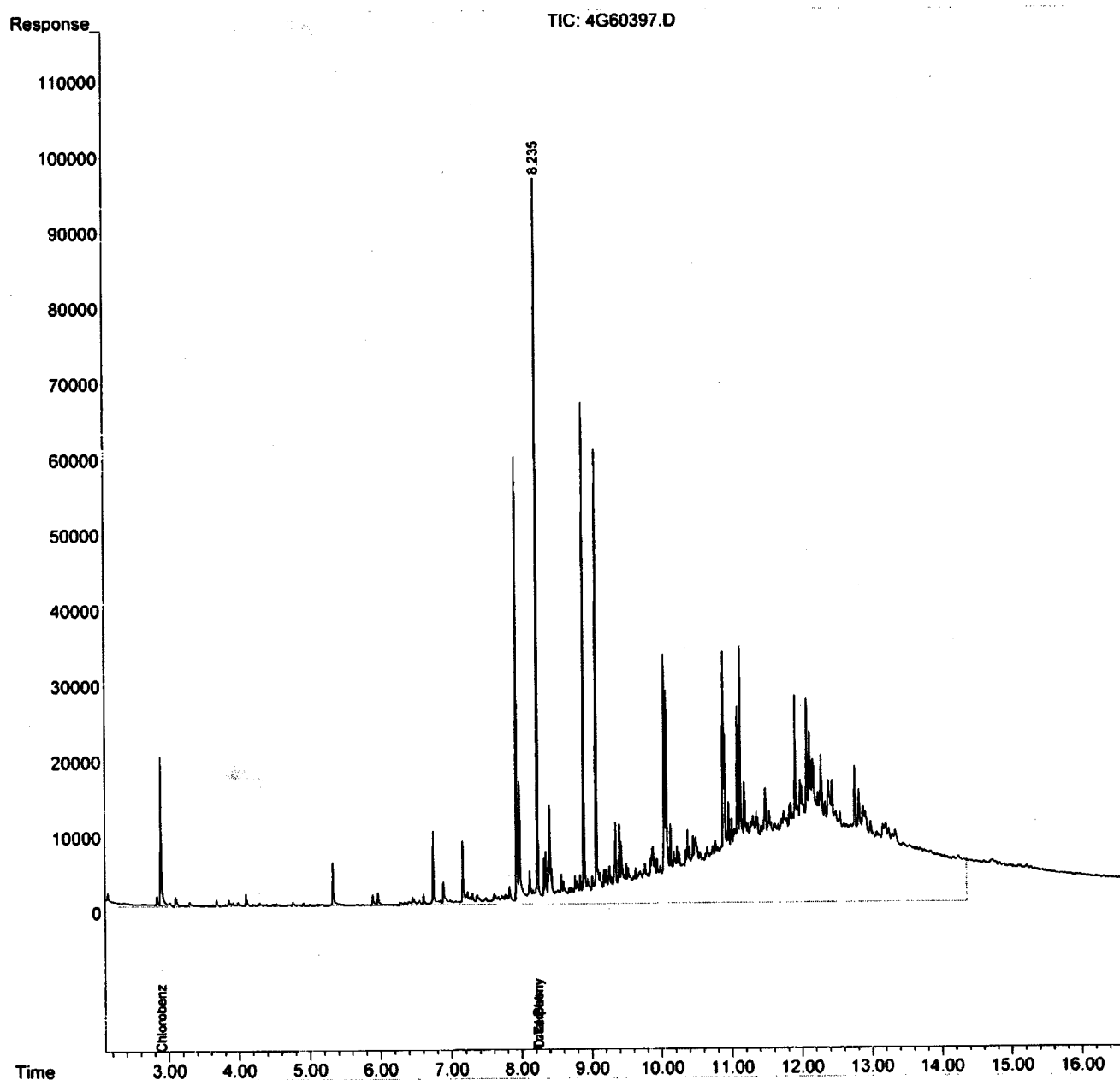
(m)=manual int.



Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
Data File : 4G60397.D
Signal(s) : FID1A.CH
Acq On : 5 Apr 2018 23:50
Operator : RAK/AH
Sample : AD03450-004
Misc : S.TPH
ALS Vial : 21 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 09:30:00 2018
Quant Method : G:\GCData\2018\GC_4\METHODQT\4G_T0308.M
Quant Title : @GC_4,mg,8015
QLast Update : Thu Mar 08 13:09:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



Form1

ORGANICS PETROLEUM HYDROCARBON REPORT

Sample Number: AD03450-006 Method: EPA 8015D
Client Id: SB02 Comp Matrix: Soil
Data File: 4G60398.D Initial Vol: 5g
Analysis Date: 04/06/18 00:15 Final Vol: 1ml
Date Rec/Extracted: 04/04/18-04/05/18 Dilution: 1
Column: DB-5MS 30M 0.250mm ID 0.25um film Solids: 85

		Units: mg/Kg					
Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
	Total Petroleum Hydrocar	71	290				

Worksheet #: 459016

Total Target Concentration 290

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.

R - Retention Time Out

B - Indicates the analyte was found in the blank as well as in the sample.

J - Indicates an estimated value when a compound is detected at less than the specified detection limit.

E - Indicates the analyte concentration exceeds the calibration range of the instrument.

d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
 Data File : 4G60398.D
 Signal(s) : FID1A.CH
 Acq On : 6 Apr 2018 00:15
 Operator : RAK/AH
 Sample : AD03450-006
 Misc : S.TPH
 ALS Vial : 22 Sample Multiplier: 1

Integration File: autoint1.e
 Quant Time: Apr 06 09:30:57 2018
 Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M
 Quant Title : @GC_4,mg,8015
 QLast Update : Thu Mar 08 13:09:54 2018
 Response via : Initial Calibration
 Integrator: ChemStation

Volume Inj. :
 Signal Phase :
 Signal Info :

Compound	R.T.	Response	Conc	Units

Target Compounds				
1)mt C8	0.000	0	N.D.	d
2)mt C9	0.000	0	N.D.	d
3)mdte C10	0.000	0	N.D.	d
4)mdte C12	0.000	0	N.D.	d
5)mdte C14	0.000	0	N.D.	d
6)dte C16	0.000	0	N.D.	d
7)dte C17	0.000	0	N.D.	d
8)dte Pristane	0.000	0	N.D.	d
9)dte C18	0.000	0	N.D.	d
10)dte Phytane	0.000	0	N.D.	d
11)dte C20	0.000	0	N.D.	d
12)dte C22	0.000	0	N.D.	d
13)dte C24	0.000	0	N.D.	d
14)dte C26	0.000	0	N.D.	d
15)dte C28	0.000	0	N.D.	d
16)te C30	0.000	0	N.D.	d
17)te C32	0.000	0	N.D.	d
18)te C34	0.000	0	N.D.	d
19)te C36	0.000	0	N.D.	d
20)t C40	0.000	0	N.D.	d
21) Chlorobenzene	2.889	147853	7.001	
22) O-Terphenyl	8.236	643199	13.153	m
23)d Diesel Range Organics(T	0.000	0	N.D.	d
24)t Total Petroleum Hydroca	8.236f	55311586	1301.683	m
25)e Ext. Petroleum Hydrocar	0.000	0	N.D.	d
26)m Mineral Spirits(TOTAL)	0.000	0	N.D.	d
27)m Stoddard Solvent(TOTAL)	0.000	0	N.D.	d

(f)=RT Delta > 1/2 Window

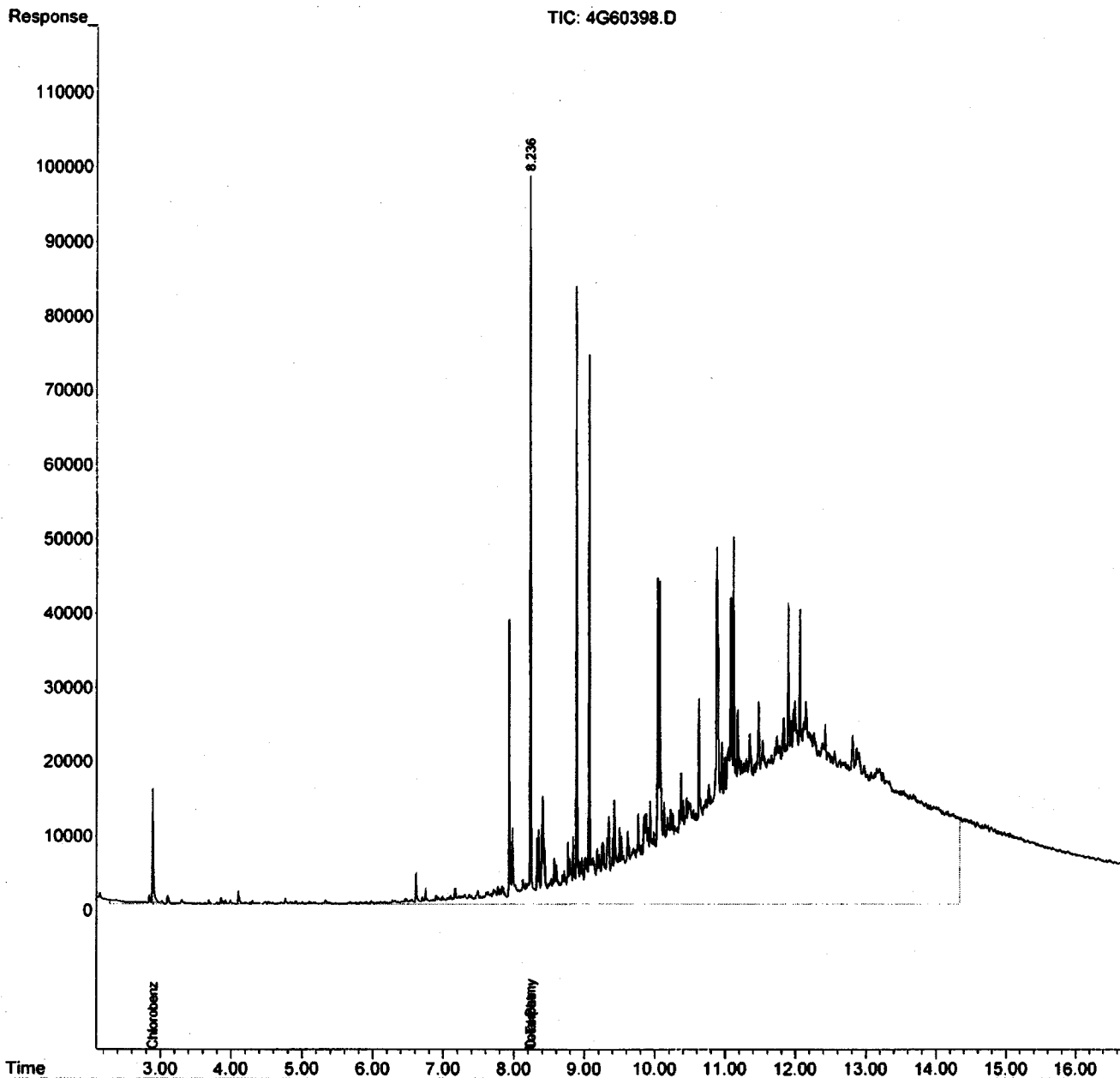
(m)=manual int.



Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
Data File : 4G60398.D
Signal(s) : FID1A.CH
Acq On : 6 Apr 2018 00:15
Operator : RAK/AH
Sample : AD03450-006
Misc : S.TPH
ALS Vial : 22 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 09:30:57 2018
Quant Method : G:\GCData\2018\GC_4\METHODQT\4G_T0308.M
Quant Title : @GC_4,mg,8015
QLast Update : Thu Mar 08 13:09:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



Form1

ORGANICS PETROLEUM HYDROCARBON REPORT

Sample Number: SMB67621 Method: EPA 8015D
Client Id: Matrix: Soil
Data File: 4G60389.D Initial Vol: 5g
Analysis Date: 04/05/18 20:31 Final Vol: 1ml
Date Rec/Extracted: NA-04/05/18 Dilution: 1
Column: DB-5MS 30M 0.250mm ID 0.25um film Solids: 100

Cas #	Compound	RL	Conc	Units: mg/Kg	Cas #	Compound	RL	Conc
	Total Petroleum Hydrocarbo	60	U					

Worksheet #: 459016

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

U - Indicates the compound was analyzed but not detected.
B - Indicates the analyte was found in the blank as well as in the sample.
E - Indicates the analyte concentration exceeds the calibration range of the instrument.

R - Retention Time Out
J - Indicates an estimated value when a compound is detected at less than the specified detection limit.
d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used.

Chlordane (Total) is sum of α -Chlordane and γ -Chlordane.

Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
 Data File : 4G60389.D
 Signal(s) : FID1A.CH
 Acq On : 5 Apr 2018 20:31
 Operator : RAK/AH
 Sample : SMB67621
 Misc : S.TPH
 ALS Vial : 13 Sample Multiplier: 1

Integration File: autoint1.e
 Quant Time: Apr 06 09:39:13 2018
 Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M
 Quant Title : @GC_4,mg,8015
 QLast Update : Thu Mar 08 13:09:54 2018
 Response via : Initial Calibration
 Integrator: ChemStation

Volume Inj. :
 Signal Phase :
 Signal Info :

Compound	R.T.	Response	Conc	Units

Target Compounds				
1)mt C8	0.000	0	N.D.	d
2)nte C9	0.000	0	N.D.	d
3)mdte C10	0.000	0	N.D.	d
4)mdte C12	0.000	0	N.D.	d
5)mdte C14	0.000	0	N.D.	d
6)dte C16	0.000	0	N.D.	d
7)dte C17	0.000	0	N.D.	d
8)dte Pristane	0.000	0	N.D.	d
9)dte C18	0.000	0	N.D.	d
10)dte Phytane	0.000	0	N.D.	d
11)dte C20	0.000	0	N.D.	d
12)dte C22	0.000	0	N.D.	d
13)dte C24	0.000	0	N.D.	d
14)dte C26	0.000	0	N.D.	d
15)dte C28	0.000	0	N.D.	d
16)te C30	0.000	0	N.D.	d
17)te C32	0.000	0	N.D.	d
18)te C34	0.000	0	N.D.	d
19)te C36	0.000	0	N.D.	d
20)t C40	0.000	0	N.D.	d
21) Chlorobenzene	2.894	192349	9.108	
22) O-Terphenyl	8.236	549915	11.245	
23)d Diesel Range Organics(T	8.235f	886618	21.044	m
24)t Total Petroleum Hydroca	8.235f	2054873	48.359	m
25)e Ext. Petroleum Hydrocar	0.000	0	N.D.	d
26)m Mineral Spirits(TOTAL)	0.000	0	N.D.	d
27)m Stoddard Solvent(TOTAL)	0.000	0	N.D.	d

(f)=RT Delta > 1/2 Window

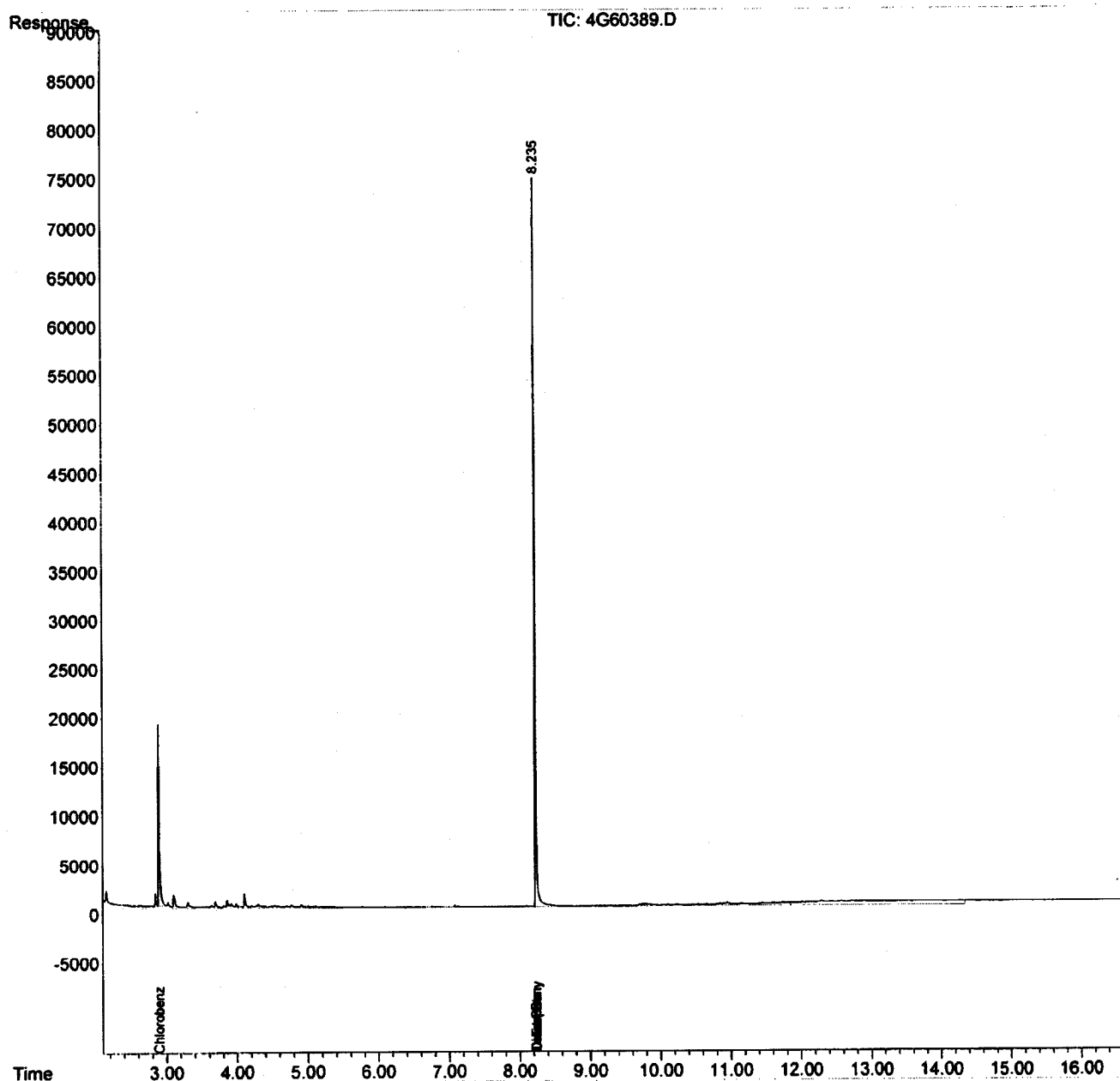
(m)=manual int.



Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
Data File : 4G60389.D
Signal(s) : FID1A.CH
Acq On : 5 Apr 2018 20:31
Operator : RAK/AH
Sample : SMB67621
Misc : S.TPH
ALS Vial : 13 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 09:39:13 2018
Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M
Quant Title : @GC_4,mg,8015
QLast Update : Thu Mar 08 13:09:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



Data Path : G:\Gcdata\2018\GC_4\Data\04-0518\
Data File : 4G60377.D
Signal(s) : FID1A.CH
Acq On : 5 Apr 2018 14:32
Operator : RAK/AH
Sample : INST BLK
Misc : S.TPH
ALS Vial : 2 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 08:14:55 2018
Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0305A.M
Quant Title : @GC_4,mg,8015
QLast Update : Mon Mar 05 13:19:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :

Compound		R.T.	Response	Conc Units	

Target	Compounds				
1)mt	C8	0.000	0	N.D.	d
2)mte	C9	0.000	0	N.D.	d
3)mdte	C10	0.000	0	N.D.	d
4)mdte	C12	0.000	0	N.D.	d
5)mdte	C14	0.000	0	N.D.	d
6)dte	C16	0.000	0	N.D.	d
7)dte	C17	0.000	0	N.D.	d
8)dte	Pristane	0.000	0	N.D.	d
9)dte	C18	0.000	0	N.D.	d
10)dte	Phytane	0.000	0	N.D.	d
11)dte	C20	0.000	0	N.D.	d
12)dte	C22	0.000	0	N.D.	d
13)dte	C24	0.000	0	N.D.	d
14)dte	C26	0.000	0	N.D.	d
15)dte	C28	0.000	0	N.D.	d
16)te	C30	0.000	0	N.D.	d
17)te	C32	0.000	0	N.D.	d
18)te	C34	0.000	0	N.D.	d
19)te	C36	0.000	0	N.D.	d
20)t	C40	0.000	0	N.D.	d
21)t	C44	0.000	0	N.D.	d
22)	Chlorobenzene	0.000	0	N.D.	d
23)	O-Terphenyl	0.000	0	N.D.	d
24)d	Diesel Range Organics(T	5.767	195320	4.585	m
25)t	Total Petroleum Hydroca	5.767	2254262	53.717	m
26)e	Ext. Petroleum Hydrocar	0.000	0	N.D.	d
27)m	Mineral Spirits(TOTAL)	0.000	0	N.D.	d
28)m	Stoddard Solvent(TOTAL)	0.000	0	N.D.	d

(f)=RT Delta > 1/2 Window

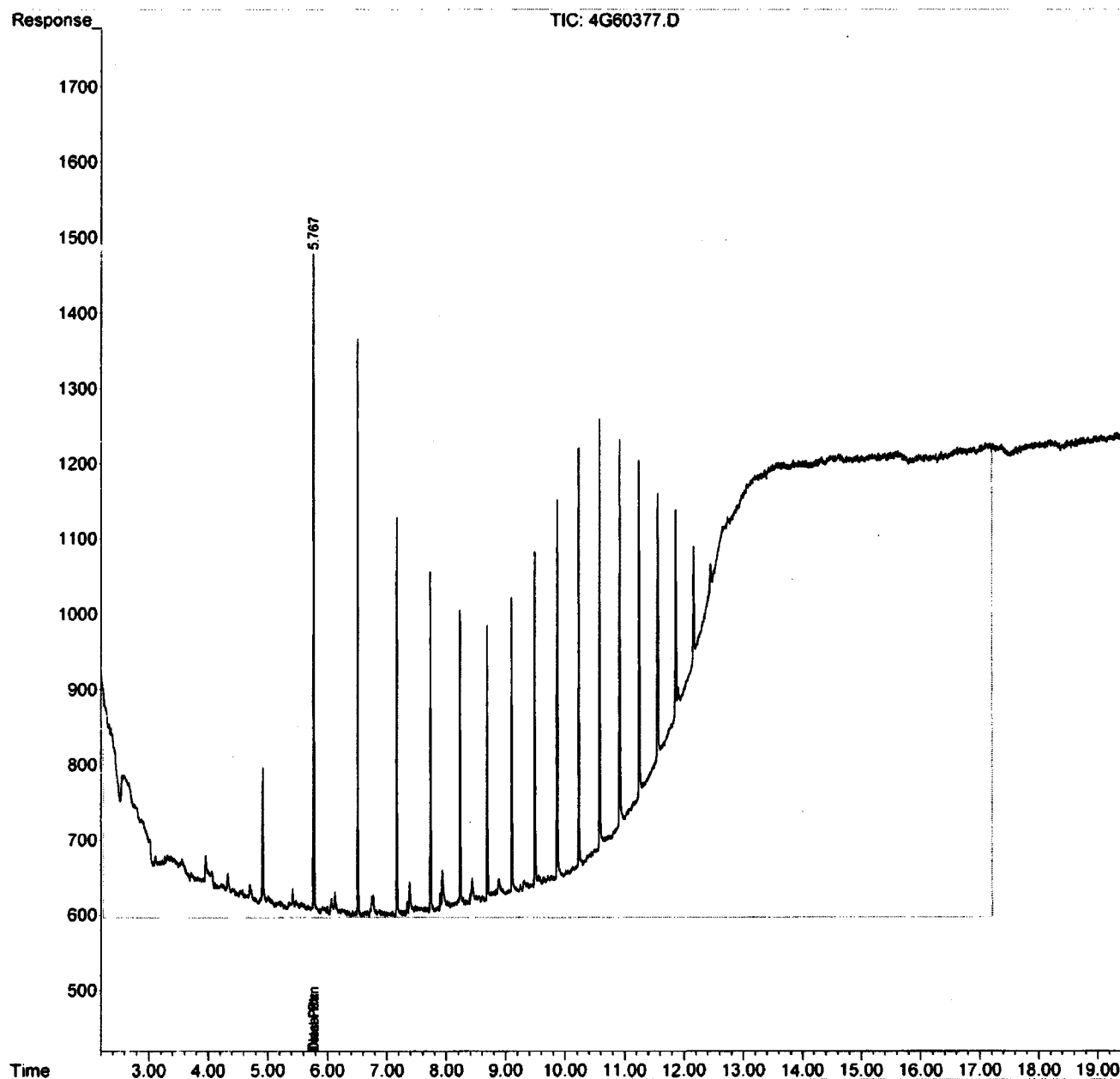
(m)=manual int.



Data Path : G:\Gcdata\2018\GC_4\Data\04-0518\
Data File : 4G60377.D
Signal(s) : FID1A.CH
Acq On : 5 Apr 2018 14:32
Operator : RAK/AH
Sample : INST BLK
Misc : S.TPH
ALS Vial : 2 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 08:14:55 2018
Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0305A.M
Quant Title : @GC_4,mg,8015
QLast Update : Mon Mar 05 13:19:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
 Data File : 4G60379.D
 Signal(s) : FID1A.CH
 Acq On : 5 Apr 2018 15:25
 Operator : RAK/AH
 Sample : INST BLK
 Misc : S.TPH
 ALS Vial : 2 Sample Multiplier: 1

Integration File: autoint1.e
 Quant Time: Apr 06 09:40:34 2018
 Quant Method : G:\GC DATA\2018\GC_4\METHODQT\4G_T0308.M
 Quant Title : @GC_4,mg,8015
 QLast Update : Thu Mar 08 13:09:54 2018
 Response via : Initial Calibration
 Integrator: ChemStation

Volume Inj. :
 Signal Phase :
 Signal Info :

Compound	R.T.	Response	Conc	Units

Target Compounds				
1)mt C8	0.000	0	N.D.	d
2)mt C9	0.000	0	N.D.	d
3)mdte C10	0.000	0	N.D.	d
4)mdte C12	0.000	0	N.D.	d
5)mdte C14	0.000	0	N.D.	d
6)dt C16	0.000	0	N.D.	d
7)dt C17	0.000	0	N.D.	d
8)dt Pristane	0.000	0	N.D.	d
9)dt C18	0.000	0	N.D.	d
10)dt Phytane	0.000	0	N.D.	d
11)dt C20	0.000	0	N.D.	d
12)dt C22	0.000	0	N.D.	d
13)dt C24	0.000	0	N.D.	d
14)dt C26	0.000	0	N.D.	d
15)dt C28	0.000	0	N.D.	d
16)te C30	0.000	0	N.D.	d
17)te C32	0.000	0	N.D.	d
18)te C34	0.000	0	N.D.	d
19)te C36	0.000	0	N.D.	d
20)t C40	0.000	0	N.D.	d
21) Chlorobenzene	0.000	0	N.D.	d
22) O-Terphenyl	0.000	0	N.D.	d
23)d Diesel Range Organics(T	5.766	205951	4.888	m
24)t Total Petroleum Hydroca	5.766f	1210164	28.480	m
25)e Ext. Petroleum Hydrocar	0.000	0	N.D.	d
26)m Mineral Spirits(TOTAL)	0.000	0	N.D.	d
27)m Stoddard Solvent(TOTAL)	0.000	0	N.D.	d

(f)=RT Delta > 1/2 Window

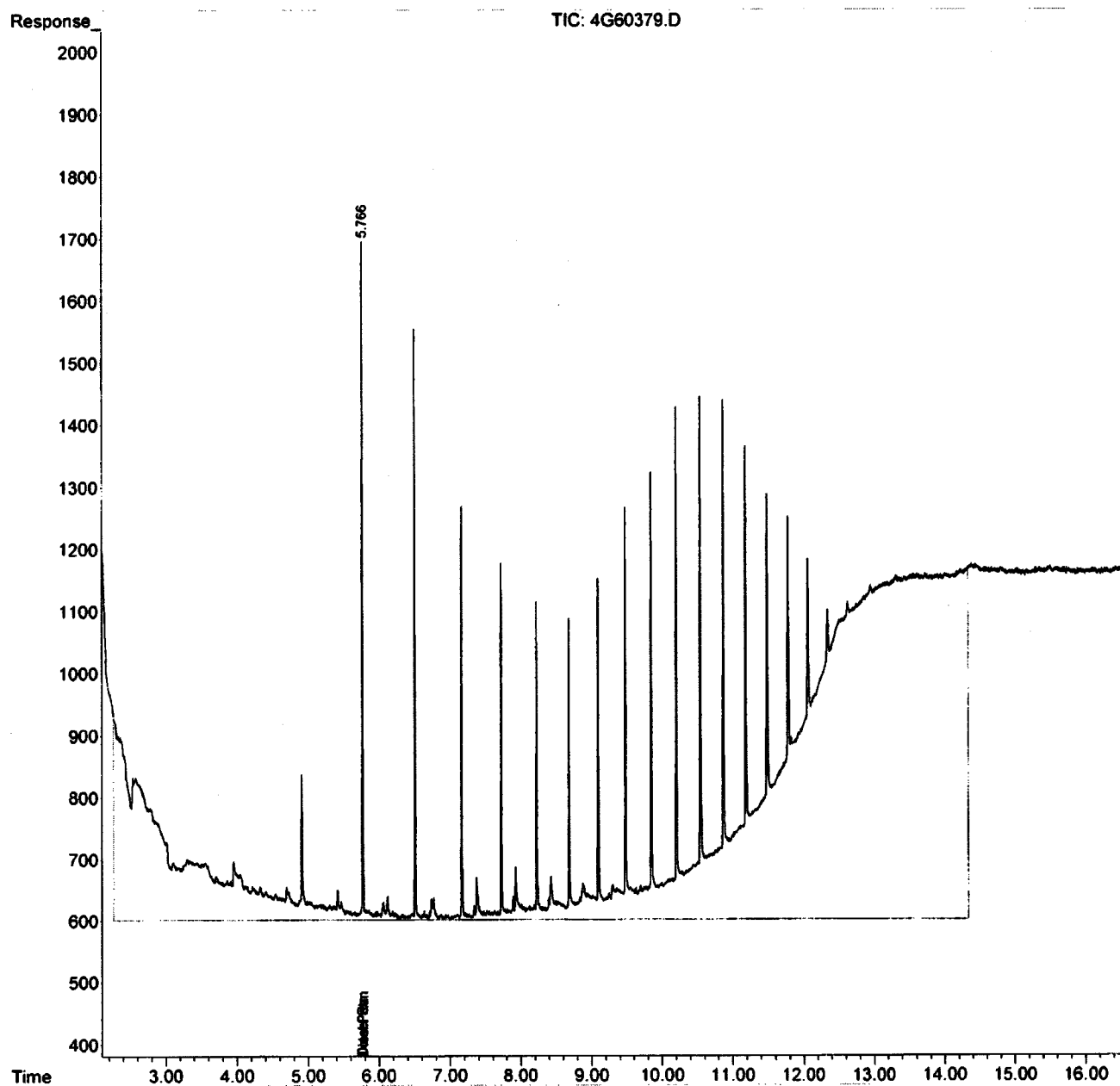
(m)=manual int.



Data Path : G:\Gcdata\2018\GC_4\Data\04-05-18\
Data File : 4G60379.D
Signal(s) : FID1A.CH
Acq On : 5 Apr 2018 15:25
Operator : RAK/AH
Sample : INST BLK
Misc : S.TPH
ALS Vial : 2 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 06 09:40:34 2018
Quant Method : G:\GCData\2018\GC_4\METHODQT\4G_T0308.M
Quant Title : @GC_4,mg,8015
QLast Update : Thu Mar 08 13:09:54 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



FORM2

Surrogate Recovery

Method: EPA 8015D

Dfile	Sample#	Matrix	Date/Time	Surr Dil	Dilute Out Flag	Column1 S1 Recov	Column1 S2 Recov	Column0 S3 Recov	Column0 S4 Recov	Column0 S5 Recov	Column0 S6 Recov
4G60389.D	SMB67621	S	04/05/18 20:31	1		46	56				
4G60396.D	AD03450-002	S	04/05/18 23:25	1		30	59				
4G60397.D	AD03450-004	S	04/05/18 23:50	1		46	65				
4G60398.D	AD03450-006	S	04/06/18 00:15	1		35	66				
4G60382.D	SMB67621(MS)	S	04/05/18 16:44	1		43	64				
4G60383.D	AD03411-001(MS)	S	04/05/18 17:15	1		33	69				
4G60384.D	AD03411-001(MSD)	S	04/05/18 17:43	1		29	61				
4G60385.D	AD03411-001	S	04/05/18 18:12	1		46	61				

Flags: SD=Surrogate diluted out

*=Surrogate out

Method: EPA 8015D

Soil Laboratory Limits

Compound	Spike Amt	Limits
S1=Chlorobenzene	20	20-117
S2=O-Terphenyl	20	30-146

Form3
Recovery Data Laboratory Limits
QC Batch: SMB67621

Data File		Sample ID:		Analysis Date			
Spike or Dup: 4G60382.D		SMB67621(MS)		4/5/2018 4:44:00 PM			
Non Spike(If applicable):							
Inst Blank(If applicable): 4G60377.D		INST BLK		4/5/2018 2:32:00 PM			
Method: 8015		Matrix: Soil		QC Type: MBS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Diesel Range Organics	1	1612.47	0	3000	54	40	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data Laboratory Limits
QC Batch: SMB67621

Data File		Sample ID:		Analysis Date			
Spike or Dup: 4G60383.D		AD03411-001(MS)		4/5/2018 5:15:00 PM			
Non Spike(If applicable): 4G60385.D		AD03411-001		4/5/2018 6:12:00 PM			
Inst Blank(If applicable): 4G60377.D		INST BLK		4/5/2018 2:32:00 PM			
Method: 8015		Matrix: Soil		QC Type: MS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Diesel Range Organics	1	1640.62	0	3000	55	40	130
Data File		Sample ID:		Analysis Date			
Spike or Dup: 4G60384.D		AD03411-001(MSD)		4/5/2018 5:43:00 PM			
Non Spike(If applicable): 4G60385.D		AD03411-001		4/5/2018 6:12:00 PM			
Inst Blank(If applicable): 4G60377.D		INST BLK		4/5/2018 2:32:00 PM			
Method: 8015		Matrix: Soil		QC Type: MSD			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Diesel Range Organics	1	1469.47	0	3000	49	40	130

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
RPD Data Laboratory Limits

QC Batch: SMB67621

Data File	Sample ID:	Analysis Date
Spike or Dup: 4G60384.D	AD03411-001(MSD)	4/5/2018 5:43:00 PM
Duplicate(If applicable): 4G60383.D	AD03411-001(MS)	4/5/2018 5:15:00 PM
Inst Blank(If applicable): 4G60377.D	INST BLK	4/5/2018 2:32:00 PM
Method: 8015	Matrix: Soil	QC Type: MSD

Analyte:	Column	Dup/MSD/MBSD Conc	Sample/MS/MBS Conc	RPD	Limit
Diesel Range Organics	1	1469.47	1640.62	11	40

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

FORM 4
Blank Summary

Blank Number: SMB67621
Blank Data File: 4G60389.D
Matrix: Soil

Blank Analysis Date: 04/05/18 20:31
Blank Extraction Date: 04/05/18
(If Applicable)
Method: EPA 8015D

Sample Number	Data File	Analysis Date
AD03450-002	4G60396.D	04/05/18 23:25
AD03450-004	4G60397.D	04/05/18 23:50
AD03450-006	4G60398.D	04/06/18 00:15
AD03411-001	4G60385.D	04/05/18 18:12
AD03411-001(MSD)	4G60384.D	04/05/18 17:43
AD03411-001(MS)	4G60383.D	04/05/18 17:15
SMB67621(MS)	4G60382.D	04/05/18 16:44

Form 5

Method: EPA 8015D

Instrument: GC_4

Column: DB-5MS 30M 0.250mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
4G60150.D	INST BLK	03/05/18 08:54	Soil					
4G60151.D	CAL TPH@20PPM	03/05/18 09:32	Soil		8.2371	0		
4G60152.D	CAL TPH@500PPM	03/05/18 10:01	Soil	4G60156.	8.2916	0.8065		
4G60153.D	CAL TPH@100PPM	03/05/18 10:29	Soil	4G60156.	8.2483	0.2829		
4G60154.D	CAL TPH@40PPM	03/05/18 10:56	Soil	4G60156.	8.2375	0.1519		
4G60155.D	CAL TPH@10PPM	03/05/18 11:24	Soil	4G60156.	8.2289	0.0474		
4G60156.D	CAL TPH@5PPM	03/05/18 11:51	Soil	4G60156.	8.2250	0		
4G60157.D	CAL TPH@20PPM	03/05/18 12:25	Soil	4G60156.	8.2315	0.079		
4G60158.D	ICV TPH@20PPM	03/05/18 13:08	Soil	4G60156.	8.2331	0.0984		
4G60159.D	20PPM	03/05/18 13:37	Soil	4G60156.	8.2323	0.0887		

Drift Compound: O-Terphenyl

Drift Limit(s): 0.5 (Pest/Pcb) 1.5 (Herb/Tph)

* - Values outside of limits for this column/run

Form 5

Method: EPA 8015D

Instrument: GC_4

Column: DB-5MS 30M 0.250mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
4G60176.D	INST BLK	03/08/18 09:29	Soil					
4G60177.D	CAL TPH@20PPM	03/08/18 09:55	Soil	4G60182.	8.2545	0.16		
4G60178.D	CAL TPH@500PPM	03/08/18 10:19	Soil	4G60182.	8.3156	0.8975		
4G60179.D	CAL TPH@100PPM	03/08/18 10:44	Soil	4G60182.	8.2684	0.3283		
4G60180.D	CAL TPH@40PPM	03/08/18 11:09	Soil	4G60182.	8.2561	0.1794		
4G60181.D	CAL TPH@10PPM	03/08/18 11:33	Soil	4G60182.	8.2456	0.0522		
4G60182.D	CAL TPH@5PPM	03/08/18 11:58	Soil	4G60182.	8.2413	0		
4G60183.D	20PPM	03/08/18 13:09	Soil	4G60182.	8.2541	0.1552		
4G60184.D	TEST	03/08/18 13:34	Soil	4G60182.	8.2487	0.0898		
4G60185.D	TEST	03/08/18 13:59	Soil	4G60182.	8.2532	0.1443		
4G60186.D	ICV TPH@20PPM	03/08/18 14:43	Soil	4G60182.	8.2464	0.0619		

Drift Compound: O-Terphenyl

Drift Limit(s): 0.5 (Pest/Pcb) 1.5(Herb/Tph)

* - Values outside of limits for this column/run

Form 5

Method: EPA 8015D

Instrument: GC_4

Column: DB-5MS 30M 0.250mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
4G60363.D	INST BLK	04/05/18 08:10	Soil					
4G60364.D	CAL TPH@20PPM	04/05/18 08:34	Soil	4G60364.	8.2485	0		
4G60365.D	INST BLK	04/05/18 08:59	Soil	4G60364.	0.0000	200		
4G60366.D	03435-001(FP)	04/05/18 09:23	Soil	4G60364.	8.0991	1.8278		
4G60367.D	AD03435-001(FP)	04/05/18 09:48	Soil	4G60364.	0.0000	200		
4G60368.D	DIESEL	04/05/18 10:13	Soil	4G60364.	0.0000	200		
4G60369.D	TEST	04/05/18 11:01	Soil	4G60364.	8.4080	1.9152		
4G60370.D	TEST	04/05/18 11:25	Soil	4G60364.	0.0000	200		
4G60371.D	TEST	04/05/18 11:50	Soil	4G60364.	0.0000	200		
4G60372.D	TEST	04/05/18 12:15	Soil	4G60364.	8.4985	2.9856		
4G60373.D	20PPM	04/05/18 12:40	Soil	4G60364.	8.2414	0.0861		
4G60378.D	CAL TPH@20PPM	04/05/18 15:00	Soil	4G60364.	8.2438	0.057		
4G60379.D	INST BLK	04/05/18 15:25	Soil	4G60378.	0.0000	200		
4G60380.D	TEST	04/05/18 15:50	Aqueous	4G60378.	8.2381	0.0692		
4G60389.D	SMB67621	04/05/18 20:31	Soil	4G60378.	8.2357	0.0983		
4G60390.D	WMB67619	04/05/18 20:56	Aqueous	4G60378.	8.2376	0.0752		
4G60391.D	MBS-1	04/05/18 21:21	Aqueous	4G60378.	8.2437	0.0012		
4G60392.D	MBS-2	04/05/18 21:46	Aqueous	4G60378.	8.2439	0.0012		
4G60393.D	MBS-3	04/05/18 22:11	Aqueous	4G60378.	8.2394	0.0534		
4G60394.D	MBS-4	04/05/18 22:35	Aqueous	4G60378.	8.2426	0.0146		
4G60395.D	MBS-5	04/05/18 23:00	Aqueous	4G60378.	8.2441	0.0036		
4G60396.D	AD03450-002	04/05/18 23:25	Soil	4G60378.	8.2350	0.1068		
4G60397.D	AD03450-004	04/05/18 23:50	Soil	4G60378.	8.2350	0.1068		
4G60398.D	AD03450-006	04/06/18 00:15	Soil	4G60378.	8.2356	0.0995		
4G60399.D	20PPM	04/06/18 00:40	Soil	4G60378.	8.2378	0.0728		
4G60400.D	CAL TPH@20PPM	04/06/18 01:04	Soil	4G60378.	8.2371	0.0813		
4G60401.D	INST BLK	04/06/18 07:25	Soil	4G60400.	0.0000	200		
4G60402.D	TEST	04/06/18 07:49	Soil	4G60400.	0.0000	200		
4G60403.D	TEST	04/06/18 08:14	Soil	4G60400.	8.2394	0.0279		
4G60404.D	MBS-1	04/06/18 08:39	Aqueous	4G60400.	8.2442	0.0862		
4G60405.D	MBS-2	04/06/18 09:04	Aqueous	4G60400.	8.2422	0.0619		
4G60406.D	MBS-3	04/06/18 09:28	Aqueous	4G60400.	8.2414	0.0522		
4G60407.D	MBS-4	04/06/18 09:53	Aqueous	4G60400.	8.2447	0.0922		
4G60408.D	MBS-5	04/06/18 10:17	Aqueous	4G60400.	8.2465	0.1141		
4G60409.D	CAL TPH@20PPM	04/06/18 10:46	Aqueous	4G60400.	8.2437	0.0801		
4G60410.D	INST BLK	04/06/18 11:11	Aqueous	4G60409.	0.0000	200		
4G60411.D	MDL-1	04/06/18 11:41	Aqueous	4G60409.	8.2432	0.0061		
4G60412.D	MDL-2	04/06/18 12:05	Aqueous	4G60409.	8.2445	0.0097		
4G60413.D	MDL-3	04/06/18 12:30	Aqueous	4G60409.	8.2447	0.0121		
4G60414.D	20PPM	04/06/18 13:11	Aqueous	4G60409.	8.2499	0.0752		
4G60415.D	CAL TPH@20PPM	04/06/18 14:27	Aqueous	4G60409.	8.2459	0.0267		
4G60416.D	INST BLK	04/06/18 14:51	Aqueous	4G60415.	8.2300	0.193		
4G60417.D	AD03177-005	04/06/18 15:16	Aqueous	4G60415.	8.2418	0.0497		
4G60418.D	MB67624(MS)	04/06/18 15:41	Aqueous	4G60415.	8.2142	0.3852		
4G60419.D	MB67624	04/06/18 16:06	Aqueous	4G60415.	8.2445	0.017		
4G60420.D	AD03469-006	04/06/18 16:30	Aqueous	4G60415.	8.2488	0.0352		
4G60421.D	03469-001(MS)	04/06/18 16:54	Aqueous	4G60415.	8.2189	0.328		
4G60422.D	03469-001(MSD)	04/06/18 17:19	Aqueous	4G60415.	8.2167	0.3548		
4G60423.D	AD03469-001	04/06/18 17:43	Aqueous	4G60415.	8.2532	0.0885		
4G60424.D	AD03469-002	04/06/18 18:08	Aqueous	4G60415.	8.2513	0.0655		
4G60425.D	AD03469-003	04/06/18 18:32	Aqueous	4G60415.	8.2517	0.0703		
4G60426.D	AD03469-004	04/06/18 18:56	Aqueous	4G60415.	8.2587	0.1551		
4G60427.D	AD03469-005	04/06/18 19:21	Aqueous	4G60415.	8.2666	0.2507		
4G60428.D	CAL TPH@20PPM	04/06/18 19:45	Aqueous	4G60415.	8.2460	0.0012		
4G60429.D	CAL TPH@20PPM	04/06/18 20:09	Aqueous	4G60415.	8.2478	0.023		

Drift Compound: O-Terphenyl

Drift Limit(s): 0.5 (Pest/Pcb) 1.5 (Herb/Tph)

* - Values outside of limits for this column/run

Form 5

Method: EPA 8015D

Instrument: GC_4

Column: DB-5MS 30M 0.250mm ID 0.25um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
4G60374.D	INST BLK	04/05/18 13:04	Soil					
4G60375.D	CAL TPH@20PPM	04/05/18 13:32	Soil	4G60375.	8.2406	0		
4G60376.D	20PPM	04/05/18 14:00	Soil	4G60375.	8.2404	0.0024		
4G60377.D	INST BLK	04/05/18 14:32	Soil	4G60375.	0.0000	200		
4G60381.D	SMB67621	04/05/18 16:16	Soil	4G60375.	8.2359	0.057		
4G60382.D	SMB67621(MS)	04/05/18 16:44	Soil	4G60375.	8.2395	0.0133		
4G60383.D	AD03411-001(MS)	04/05/18 17:15	Soil	4G60375.	8.2397	0.0109		
4G60384.D	AD03411-001(MSD)	04/05/18 17:43	Soil	4G60375.	8.2380	0.0316		
4G60385.D	AD03411-001	04/05/18 18:12	Soil	4G60375.	8.2344	0.0753		
4G60386.D	AD03410-002	04/05/18 18:39	Soil	4G60375.	8.2348	0.0704		
4G60387.D	CAL TPH@20PPM	04/05/18 19:07	Soil	4G60375.	8.2367	0.0473		
4G60388.D	20PPM	04/05/18 19:35	Soil	4G60387.	8.2370	0.0036		

Drift Compound: O-Terphenyl

Drift Limit(s): 0.5 (Pest/Pcb) 1.5(Herb/Tph)

* - Values outside of limits for this column/run

Method: EPA 8015D

Form 6
Initial Calibration

Instrument: GC_4

Level #	Data File	Cal Identifier	Analysis Date/Time
1	4G60156.D	CAL TPH@5PPM	03/05/18 11:51
3	4G60157.D	CAL TPH@20PPM	03/05/18 12:25
5	4G60153.D	CAL TPH@100PPM	03/05/18 10:29

Level #	Data File	Cal Identifier	Analysis Date/Time
2	4G60155.D	CAL TPH@10PPM	03/05/18 11:24
4	4G60154.D	CAL TPH@40PPM	03/05/18 10:56
6	4G60152.D	CAL TPH@500PPM	03/05/18 10:01

Compound	Col	Mr	Flt	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8
C8	1	0	Avg	1.4732	1.5276	1.5310	1.5256	1.8257	1.4340	---	---	1.53241	0.999	1.00	1.00	5.6	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C9	1	0	Avg	2.4517	2.5373	2.7365	2.7223	2.8240	2.9760	---	---	2.71333	1.00	1.00	1.00	7.0	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C10	1	0	Avg	2.3963	2.5983	2.9353	3.0053	3.1512	3.3864	---	---	2.91411	1.00	1.00	1.00	12	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C12	1	0	Qva	2.0781	2.7093	3.4182	3.5611	3.7538	3.9326	---	---	3.24532	1.00	1.00	1.00	22	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C14	1	0	Avg	3.5775	3.9426	4.4209	4.5247	4.6552	4.7628	---	---	4.31627	1.00	1.00	1.00	11	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C16	1	0	Avg	3.9979	4.0786	4.3614	4.2693	4.2290	4.2855	---	---	4.20710	1.00	1.00	1.00	3.3	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C17	1	0	Qva	4.7918	5.4810	5.3824	4.9162	6.7569	7.5591	---	---	5.83749	0.993	0.998	0.998	19	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Pristane	1	0	Qva	3.5672	3.3910	4.5563	4.0935	2.2239	1.5544	---	---	3.23750	0.984	0.991	0.991	35	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C18	1	0	Avg	3.2666	3.6866	4.2064	4.1922	4.3050	5.7478	---	---	4.23785	0.998	1.00	1.00	20	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Phytane	1	0	Avg	4.8242	4.5429	4.6031	4.3612	4.1259	2.6930	---	---	4.19787	0.990	1.00	1.00	18	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C20	1	0	Avg	4.2782	4.3790	4.7520	4.5873	4.5178	4.5650	---	---	4.51853	1.00	1.00	1.00	3.7	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C22	1	0	Avg	4.3623	4.4239	4.7807	4.5944	4.4975	4.5413	---	---	4.53916	1.00	1.00	1.00	3.2	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C24	1	0	Avg	4.4560	4.4701	4.8606	4.6601	4.5547	4.5960	---	---	4.60975	1.00	1.00	1.00	3.2	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C26	1	0	Avg	4.5510	4.5648	4.9342	4.7412	4.6308	4.6317	---	---	4.68103	1.00	1.00	1.00	3.1	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C28	1	0	Avg	4.8219	4.7658	5.1452	4.9797	4.8517	4.8370	---	---	4.90108	1.00	1.00	1.00	2.8	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C30	1	0	Avg	4.8879	4.8180	5.1602	5.0328	4.8804	4.8771	---	---	4.94114	1.00	1.00	1.00	2.6	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C32	1	0	Avg	5.0944	5.0038	5.3410	5.2099	5.0502	5.0444	---	---	5.12119	1.00	1.00	1.00	2.5	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C34	1	0	Avg	4.9539	4.8316	5.0682	5.0491	4.8409	4.8556	---	---	4.93124	1.00	1.00	1.00	2.2	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C36	1	0	Avg	5.0953	4.9609	5.0192	5.2155	4.8847	4.9739	---	---	5.02130	1.00	1.00	1.00	2.3	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C40	1	0	Avg	4.7061	4.6097	4.4684	4.9162	4.3733	4.6393	---	---	4.62148	1.00	1.00	1.00	4.1	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C44	1	0	Qva	3.7922	3.7065	3.6261	4.2258	3.6570	4.1868	---	---	3.87170	0.997	0.999	0.999	7.0	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Chlorobenzene	1	0	Avg	1.8435	1.9044	1.9707	2.0001	2.0387	1.9972	---	---	1.96288	1.00	1.00	1.00	3.7	5.00	10.00	20.00	40.00	100.0	500.0	---	---
O-Terphenyl	1	0	Avg	4.7773	4.7366	4.9072	4.8728	4.7955	4.8682	---	---	4.83823	1.00	1.00	1.00	1.4	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Diesel Range Organics(TO	1	0	Avg	3.9207	4.0795	4.4890	4.3443	4.3272	4.3994	---	---	4.26411	1.00	1.00	1.00	5.0	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Total Petroleum Hydrocarb	1	0	Avg	3.9726	4.0490	4.3480	4.3035	4.2119	4.2943	---	---	4.20241	1.00	1.00	1.00	3.6	105.0	210.0	420.0	840.0	2100.0	10500.0	---	---
Ext. Petroleum Hydrocarb	1	0	Avg	4.0807	4.1770	4.5379	4.4281	4.3741	4.4400	---	---	4.34333	1.00	1.00	1.00	4.0	90.00	180.0	360.0	720.0	1800.0	9000.0	---	---
Mineral Spirits(TOTAL)	1	0	Avg	2.3953	2.6630	3.0084	3.0678	3.2140	3.2983	---	---	2.94262	1.00	1.00	1.00	12	25.00	50.00	100.0	200.0	500.0	2500.0	---	---
Standard Solvent(TOTAL)	1	0	Avg	2.3953	2.6630	3.0084	3.0678	3.2140	3.2983	---	---	2.94262	1.00	1.00	1.00	12	25.00	50.00	100.0	200.0	500.0	2500.0	---	---

Flags

c - failed the initial calibration criteria(if applicable)

Note:

Col = Column Number

Mr = MultiPeak Analyte 0=single peak analyte, >0=multi peak analyte (i.e. nch/chlordane etc.)

Fit = Indicates whether Avo RF, Linear or Quadratic Curve was used for command.

Corr 1 = Correlation Coefficient for linear Fit.

Corr 2 = Correlation Coefficient for quad Fit.

Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Avg Rsd Col 1: 8.50 Avg Rsd Col 2: 11.00

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <=20 or Corr >= .995
Columns: Signal #1 db-1701 : Signal #2 db-608

Level #:	Data File:	Cal Identifier:	Analysis Date/Time
1	4G60182.D	CAL TPH@5PPM	03/08/18 11:58
3	4G60177.D	CAL TPH@20PPM	03/08/18 09:55
5	4G60179.D	CAL TPH@100PPM	03/08/18 10:44

Level #:	Data File:	Cal Identifier:	Analysis Date/Time
2	4G60181.D	CAL TPH@10PPM	03/08/18 11:33
4	4G60180.D	CAL TPH@40PPM	03/08/18 11:09
6	4G60178.D	CAL TPH@500PPM	03/08/18 10:19

Compound	Col	Mr	Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8
C8	1	0	Avg	1.7975	1.8475	2.0045	1.9759	1.9722	2.3679	---	---	1.99246	0.999	1.00	1.00	10	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C9	1	0	Avg	2.5466	2.5658	2.7003	2.6827	2.7259	3.1725	---	---	2.73337	0.997	1.00	1.00	8.3	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C10	1	0	Avg	2.5239	2.6316	2.9174	2.9397	3.0326	3.5792	---	---	2.94414	0.999	1.00	1.00	13	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C12	1	0	Qua	2.1827	2.4684	3.1522	3.2391	3.3946	3.8923	---	---	3.05534	1.00	1.00	1.00	21	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C14	1	0	Qua	2.8150	3.1213	3.7405	3.7623	3.9185	4.3530	---	---	3.62629	1.00	1.00	1.00	15	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C16	1	0	Qua	3.4896	3.7583	4.0996	4.1876	4.2245	4.5491	---	---	4.05713	0.999	1.00	1.00	9.2	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C17	1	0	Qua	4.2700	3.7582	5.0333	5.1814	6.0230	8.0549	---	---	5.39752	0.998	1.00	1.00	28	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Pristane	1	0	Qua	2.9988	4.0571	3.5827	3.7321	2.5797	1.1500	---	---	3.02752	0.936	0.996	1.00	35	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C18	1	0	Qua	3.2710	3.6934	4.2443	4.3755	4.6192	6.2277	---	---	4.41787	0.998	1.00	1.00	23	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Phytane	1	0	Avg	4.2889	4.0428	4.0201	4.0873	4.0048	2.8558	---	---	3.88790	0.977	1.00	1.00	13	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C20	1	0	Avg	4.1389	4.3800	4.6481	4.7448	4.8518	5.0415	---	---	4.63855	1.00	1.00	1.00	7.1	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C22	1	0	Avg	4.2708	4.5355	4.7676	4.7858	4.8964	5.0266	---	---	4.71917	1.00	1.00	1.00	5.8	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C24	1	0	Avg	4.5840	4.8267	4.9473	5.0032	5.1314	5.2645	---	---	4.96874	1.00	1.00	1.00	4.8	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C26	1	0	Avg	4.7326	4.9376	4.9729	5.0244	5.1586	5.2677	---	---	5.021027	1.00	1.00	1.00	3.7	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C28	1	0	Avg	4.8199	5.0594	5.0336	5.0928	5.1277	5.3395	---	---	5.091078	1.00	1.00	1.00	3.5	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C30	1	0	Avg	4.9212	5.1138	5.0369	5.0721	5.2213	5.3195	---	---	5.111127	1.00	1.00	1.00	2.6	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C32	1	0	Avg	5.1534	5.3260	5.1140	5.2594	5.3696	5.5480	---	---	5.301174	1.00	1.00	1.00	3.0	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C34	1	0	Avg	5.1726	5.2059	4.7278	5.1620	5.2562	5.4294	---	---	5.161220	1.00	1.00	1.00	4.5	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C36	1	0	Avg	5.1182	5.2461	4.4145	5.2003	5.3387	5.4834	---	---	5.131272	0.999	0.999	1.00	7.3	5.00	10.00	20.00	40.00	100.0	500.0	---	---
C40	1	0	Avg	4.6709	4.8867	3.8113	4.9192	5.1514	5.3128	---	---	4.791421	1.00	1.00	1.00	1.1	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Chlorobenzene	1	0	Avg	2.0143	2.0168	2.1119	2.0896	2.0975	2.3411	---	---	2.11293	1.00	1.00	1.00	5.7	5.00	10.00	20.00	40.00	100.0	500.0	---	---
O-Terphenyl	1	0	Avg	4.6184	4.5953	4.8793	4.9332	5.0089	5.3055	---	---	4.89825	1.00	1.00	1.00	5.4	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Diesel Range Organics(TO	1	0	Avg	3.7220	3.9438	4.2431	4.3197	4.3890	4.6617	---	---	4.21414	1.00	1.00	1.00	7.9	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Total Petroleum Hydrocarb	1	0	Avg	3.8883	4.0731	4.1485	4.3214	4.4021	4.6618	---	---	4.25246	1.00	1.00	1.00	6.4	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Ext. Petroleum Hydrocarbo	1	0	Avg	3.9610	4.1515	4.2863	4.4185	4.4955	4.7530	---	---	4.34337	1.00	1.00	1.00	6.4	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Mineral Spirits(TOTAL)	1	0	Avg	2.3731	2.5269	2.9030	2.9199	3.0087	3.4730	---	---	2.87299	0.999	1.00	1.00	14	5.00	10.00	20.00	40.00	100.0	500.0	---	---
Standard Solvent(TOTAL)	1	0	Avg	2.3731	2.5269	2.9030	2.9199	3.0087	3.4730	---	---	2.87299	0.999	1.00	1.00	14	5.00	10.00	20.00	40.00	100.0	500.0	---	---

Avg Rsd Col 1: 10.92

Avg Rsd Col 2: -1.00

Flags

c - failed the initial calibration
criteria (if applicable)

Note:

Col = Column Number
Mr = Molar Mass
Fit = Indicates whether Avg RF 1 linear or Quadratic Curve was used for compound
Corr 1 = Correlation Coefficient for linear Fit
Corr 2 = Correlation Coefficient for quad Fit

All Response Factors = Response Factors / 10000
Initial Calibration Criteria: either %RSD <= 20 or Corr >= .995
Columns: Signal #1 db-1701 : Signal #2 db-608

^Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Form7
Continuing Calibration

Method: EPA 8015D

8040431 0165

Data File:				4G60375.D			4G60378.D			4G60387.D			4G60400.D					
Method:				8015			8015			8015			8015					
Calibration Name:				CAL TPH@20PPM			CAL TPH@20PPM			CAL TPH@20PPM			CAL TPH@20PPM					
Calibration Date/Time				04/05/18 13:32			04/05/18 15:00			04/05/18 19:07			04/06/18 01:04					
Compound	Limit	Col	Mr	Conc			Conc			Conc			Conc			Conc		
				Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff
C8	20	1	0	30.51	20	52.6*	22.64	20	13.2	31.7	20	58.5*	24.33	20	21.7*			
C9	20	1	0	19.42	20	2.9	18.82	20	5.9	20.33	20	1.7	21.14	20	5.7			
C10	20	1	0	19.49	20	2.6	19.1	20	4.5	20.38	20	1.9	21.82	20	9.1			
C12	20	1	0	18.19	20	9.0	19.07	20	4.7	18.57	20	7.2	21.01	20	5.1			
C14	20	1	0	19.73	20	1.4	19.16	20	4.2	19.9	20	0.5	20.46	20	2.3			
C16	20	1	0	18.92	20	5.4	20.05	20	0.2	19.53	20	2.3	20.49	20	2.4			
C17	20	1	0	16.3	20	18.5	19.23	20	3.9	17.94	20	10.3	16.38	20	18.1			
Pristane	20	1	0	26.76	20	33.8*	22.51	20	12.6	27.48	20	37.4*	26.43	20	32.2*			
C18	20	1	0	19.67	20	1.7	20.39	20	1.9	19.39	20	3.1	20.13	20	0.6			
Phytane	20	1	0	19.41	20	3.0	19.71	20	1.5	20.03	20	0.2	21.32	20	6.6			
C20	20	1	0	20.01	20	0.1	20.08	20	0.4	19.64	20	1.8	19.78	20	1.1			
C22	20	1	0	19.82	20	0.9	19.56	20	2.2	19.53	20	2.3	19.05	20	4.8			
C24	20	1	0	19.9	20	0.5	19.54	20	2.3	19.26	20	3.7	18.7	20	6.5			
C26	20	1	0	19.87	20	0.6	19.5	20	2.5	19.24	20	3.8	18.41	20	8.0			
C28	20	1	0	19.36	20	3.2	19.66	20	1.7	19.13	20	4.4	18.48	20	7.6			
C30	20	1	0	19.61	20	1.9	19.55	20	2.3	19.01	20	4.9	18.67	20	6.6			
C32	20	1	0	19.4	20	3.0	19.55	20	2.3	18.94	20	5.3	19	20	5.0			
C34	20	1	0	19.42	20	2.9	19.49	20	2.6	18.98	20	5.1	20.1	20	0.5			
C36	20	1	0	19.62	20	1.9	19.31	20	3.5	19.21	20	4.0	19.84	20	0.8			
C40	20	1	0	18.66	20	6.7	15.52	20	22.4*	19.28	20	3.6	19.67	20	1.7			
C44	20	1	0	13.2	20	34.0*				18.7	20	6.5						
Chlorobenzene	20	1	0	19.71	20	1.5	18.74	20	6.3	20.51	20	2.6	21.35	20	6.8			
O-Terphenyl	20	1	0	19.86	20	0.7	19.75	20	1.3	19.88	20	0.6	20.57	20	2.8			
Average Difference	20	1	0			8.2			4.6			7.5			7.1			

Flags/Notes: * - Values outside of limits for this column/run

Form7
 RtWindow Summary

Method: EPA 8015D

 Data File:
 Calibration Name:
 Calibration Date/Time

Compound	Col	Mr	Cal RT	Limit	Cal RT	Limit	Cal RT	Limit	Cal RT	Limit	Cal RT	Limit
C8	1	0										
C9	1	0										
C10	1	0										
C12	1	0										
C14	1	0										
C16	1	0										
C17	1	0										
Pristane	1	0										
C18	1	0										
Phvtane	1	0										
C20	1	0										
C22	1	0										
C24	1	0										
C26	1	0										
C28	1	0										
C30	1	0										
C32	1	0										
C34	1	0										
C36	1	0										
C40	1	0										
Chlorobenzene	1	0										
C44	1	0										
O-Terphenyl	1	0	8.24	(8.20 - 8.28)	8.26	(8.22 - 8.30)	8.24	(8.20 - 8.28)	8.24	(8.20 - 8.28)		
Diesel Range Organic	1	0										
Total Petroleum Hvdrl	1	0										
Ext Petroleum Hvdrl	1	0										
Mineral Spirits	1	0										
Stoddard Solvent	1	0										

GRO Data

Form1
ORGANICS REPORT

Sample Number: AD03450-002 Method: EPA 8015D
Client Id: SB03 Comp Matrix: Methanol
Data File: 13M10054.D Initial Vol: 5.52g:10ml
Analysis Date: 04/09/18 11:00 Final Vol: NA
Date Rec/Extracted: 04/04/18-NA Dilution: 90.6
Column: DB-624 25M 0.200mm ID 1.12um film Solids: 82

Units: mg/Kg	
Cas #	Compound
phcg	Gasoline Range Organics
28	U

Worksheet #: 459125

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

*U - Indicates the compound was analyzed but not detected.**R - Retention Time Out**B - Indicates the analyte was found in the blank as well as in the sample.**J - Indicates an estimated value when a compound is detected at less than the specified detection limit.**E - Indicates the analyte concentration exceeds the calibration range of the instrument.**d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a*

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
Data File : 13M10054.D
Signal(s) : FID1A.CH
Acq On : 9 Apr 2018 11:00
Operator : RG
Sample : AD03450-002
Misc : M,MEXT!3
ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 11 09:53:27 2018
Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
Quant Title : @GC_13,ug,8015
QLast Update : Mon Mar 12 14:05:36 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :

Compound	R.T.	Response	Conc Units

System Monitoring Compounds			
1)S 1,4-Dichlorobenzene-d4	9.487	21126	34.155

Target Compounds

(f)=RT Delta > 1/2 Window

(m)=manual int.

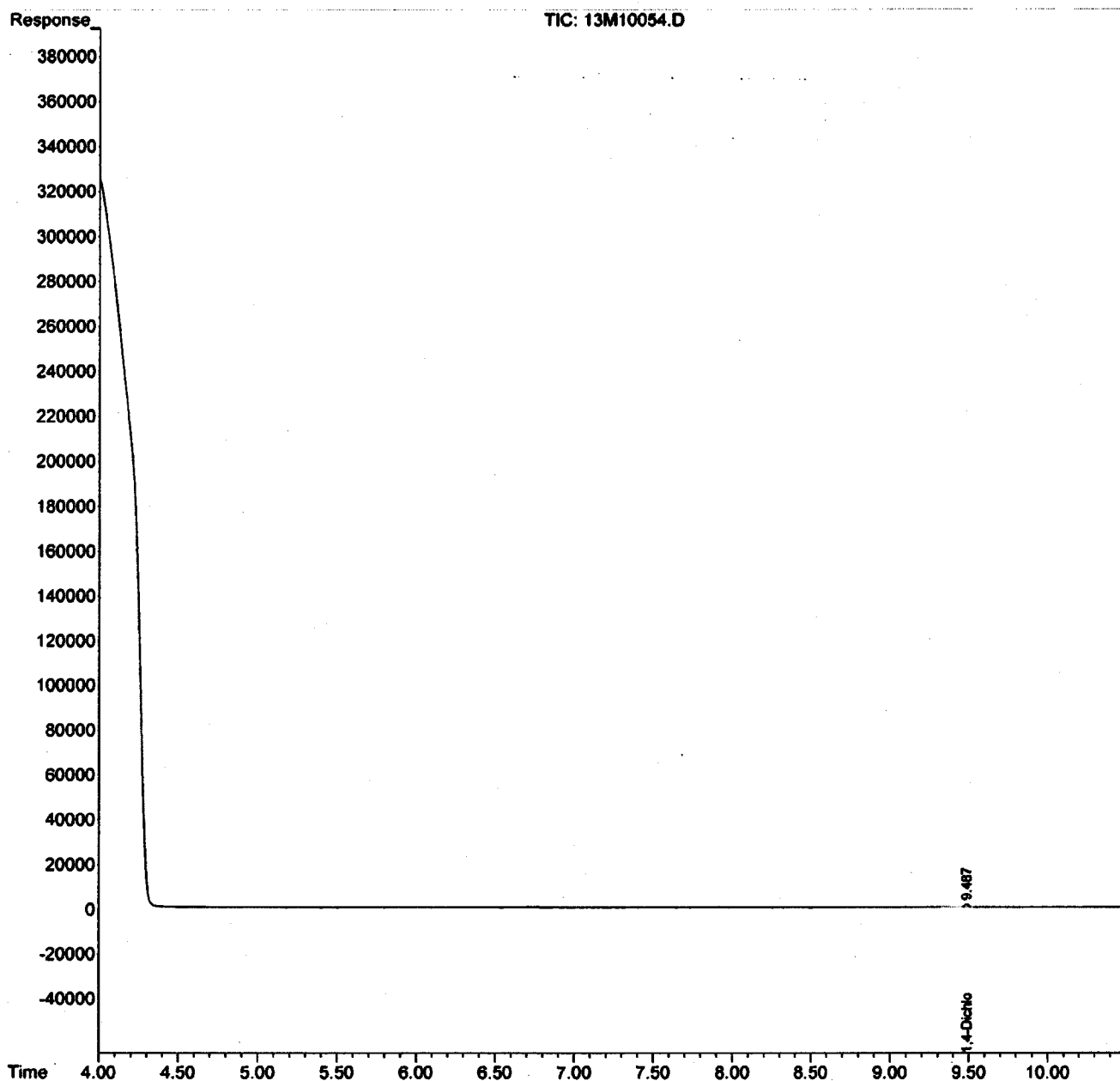
1001

8040431 0170

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
Data File : 13M10054.D
Signal(s) : FID1A.CH
Acq On : 9 Apr 2018 11:00
Operator : RG
Sample : AD03450-002
Misc : M,MEXT!3
ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 11 09:53:27 2018
Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
Quant Title : @GC_13,ug,8015
QLast Update : Mon Mar 12 14:05:36 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



Form1
ORGANICS REPORT

Sample Number: AD03450-004
Client Id: SB01 Comp
Data File: 13M10055.D
Analysis Date: 04/09/18 11:19
Date Rec/Extracted: 04/04/18-NA
Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 8015D
Matrix: Methanol
Initial Vol: 5.74g:10ml
Final Vol: NA
Dilution: 87.1
Solids: 82

Units: mg/Kg	
Cas #	Compound
phcg	Gasoline Range Organics
27	U

Worksheet #: 459125

Total Target Concentration 0

ColumnID: (^) Indicates results from 2nd column

*U - Indicates the compound was analyzed but not detected.**B - Indicates the analyte was found in the blank as well as in the sample.**E - Indicates the analyte concentration exceeds the calibration range of the instrument.**R - Retention Time Out**J - Indicates an estimated value when a compound is detected at less than the specified detection limit.**d - Pesticide %Diff>40% between columns due to coelution. Lower concentration used*

8040431 0172

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
Data File : 13M10055.D
Signal(s) : FID1A.CH
Acq On : 9 Apr 2018 11:19
Operator : RG
Sample : AD03450-004
Misc : M,MEXT13
ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 11 09:53:41 2018
Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
Quant Title : @GC_13,ug,8015
QLast Update : Mon Mar 12 14:05:36 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :

Compound	R.T.	Response	Conc Units

System Monitoring Compounds			
1)S 1,4-Dichlorobenzene-d4	9.483	21466	34.705
Target Compounds			

(f)=RT Delta > 1/2 Window

(m)=manual int.

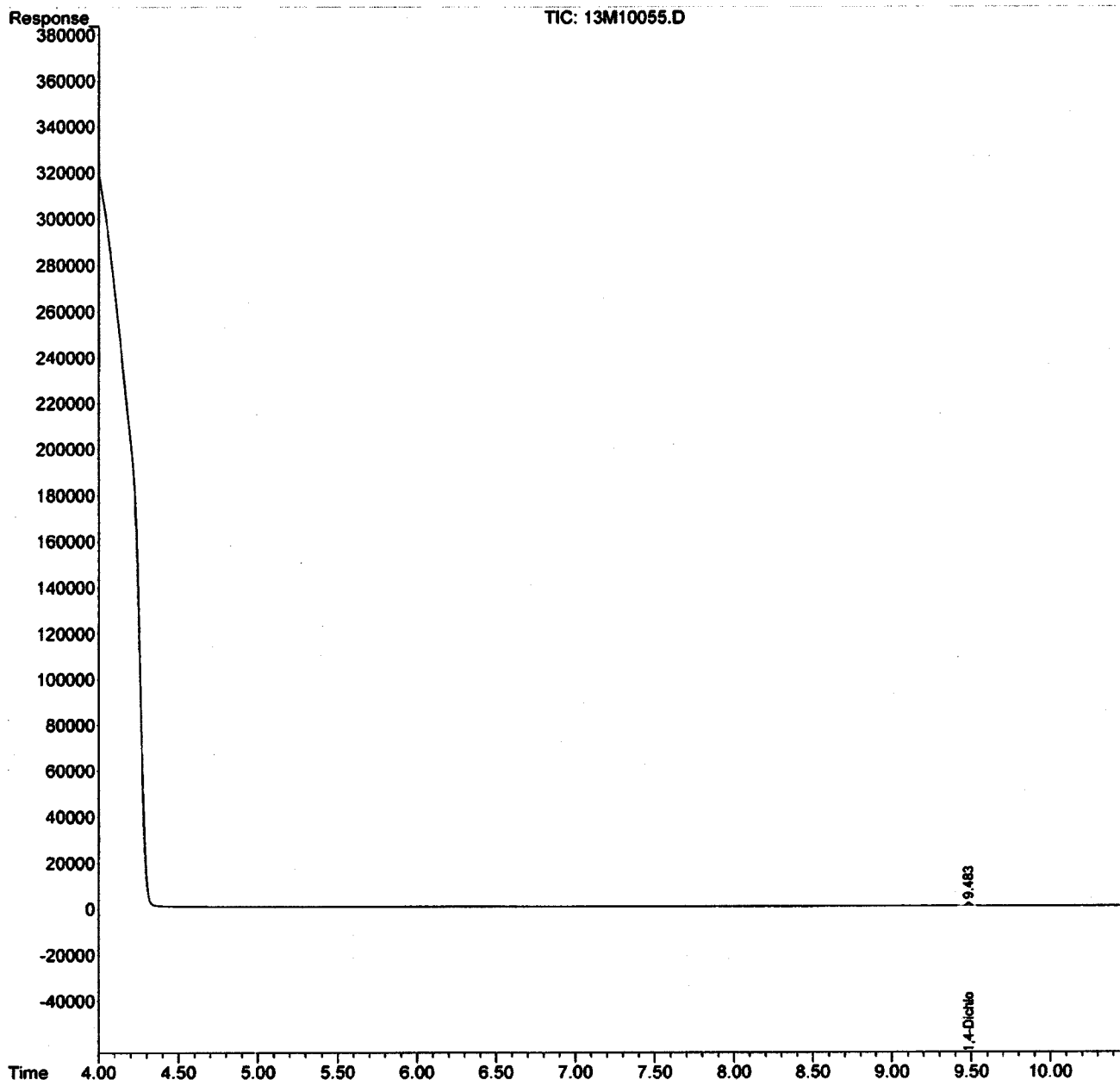
101

8040431 0173

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
 Data File : 13M10055.D
 Signal(s) : FID1A.CH
 Acq On : 9 Apr 2018 11:19
 Operator : RG
 Sample : AD03450-004
 Misc : M,MEXT13
 ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
 Quant Time: Apr 11 09:53:41 2018
 Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
 Quant Title : @GC_13,ug,8015
 QLast Update : Mon Mar 12 14:05:36 2018
 Response via : Initial Calibration
 Integrator: ChemStation

Volume Inj. :
 Signal Phase :
 Signal Info :



Form1
ORGANICS REPORT

Sample Number: AD03450-006 Method: EPA 8015D
Client Id: SB02 Comp Matrix: Methanol
Data File: 13M10056.D Initial Vol: 5.06g:10ml
Analysis Date: 04/09/18 11:39 Final Vol: NA
Date Rec/Extracted: 04/04/18-NA Dilution: 98.8
Column: DB-624 25M 0.200mm ID 1.12um film Solids: 85

Cas #	Compound	RL	Conc	Units: mg/Kg	Cas #	Compound	RL	Conc
phog	Gasoline Range Organics	29	U					

Worksheet #: 459125

Total Target Concentration 0

ColumnID: (*) Indicates results from 2nd column

*U - Indicates the compound was analyzed but not detected.**R - Retention Time Out**B - Indicates the analyte was found in the blank as well as in the sample.**J - Indicates an estimated value when a compound is detected at less than the specified detection limit.**E - Indicates the analyte concentration exceeds the calibration range of the instrument.**d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a*

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
Data File : 13M10056.D
Signal(s) : FID1A.CH
Acq On : 9 Apr 2018 11:39
Operator : RG
Sample : AD03450-006
Misc : M,MEXT13
ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 11 09:53:52 2018
Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
Quant Title : @GC_13,ug,8015
QLast Update : Mon Mar 12 14:05:36 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :

Compound	R.T.	Response	Conc Units

System Monitoring Compounds			
1)S 1,4-Dichlorobenzene-d4	9.488	20820	33.662

Target Compounds

(f)=RT Delta > 1/2 Window

(m)=manual int.

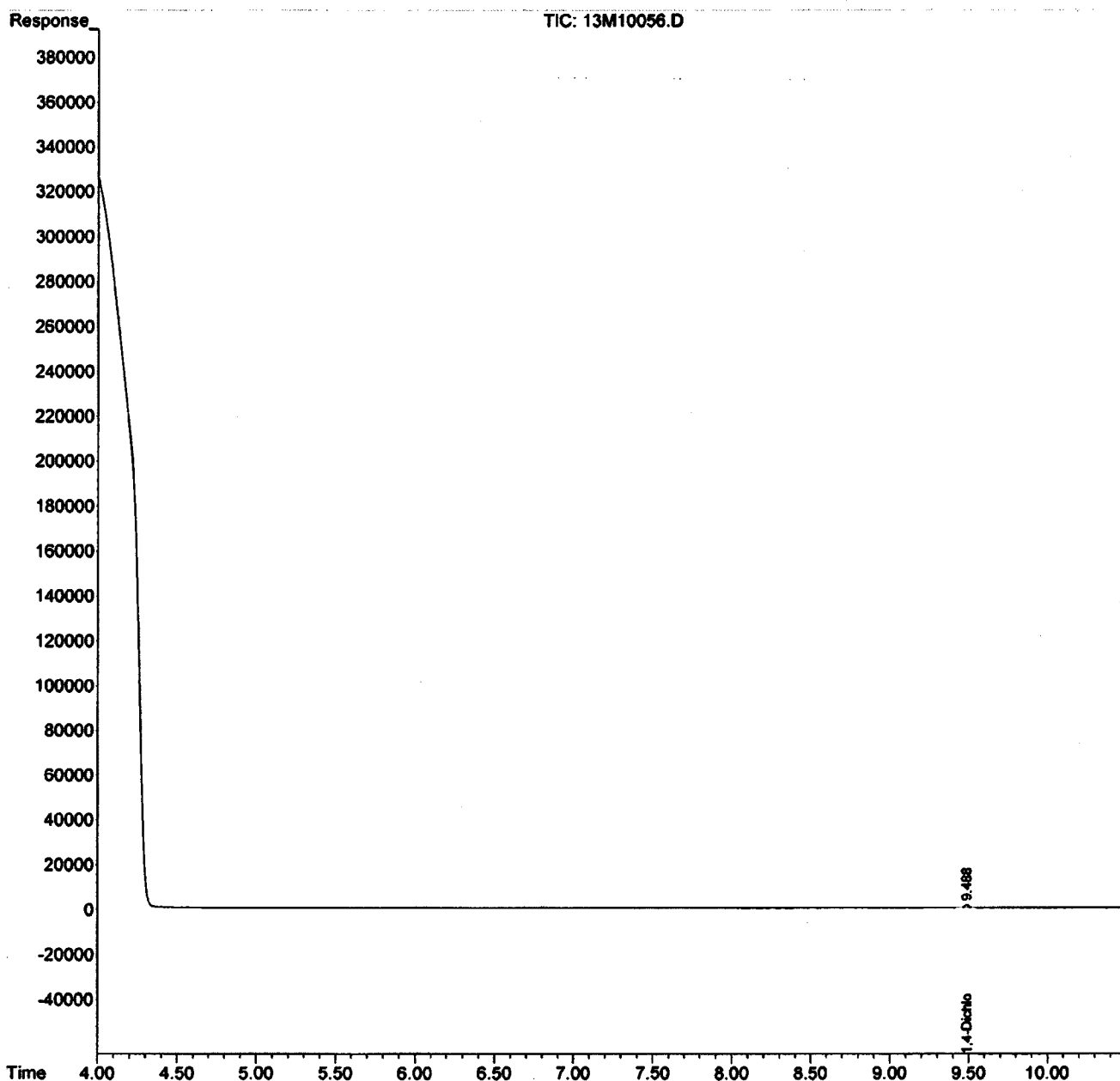
121

8040431 0176

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
 Data File : 13M10056.D
 Signal(s) : FID1A.CH
 Acq On : 9 Apr 2018 11:39
 Operator : RG
 Sample : AD03450-006
 Misc : M,MEXT!3
 ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
 Quant Time: Apr 11 09:53:52 2018
 Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
 Quant Title : @GC_13,ug,8015
 QLast Update : Mon Mar 12 14:05:36 2018
 Response via : Initial Calibration
 Integrator: ChemStation

Volume Inj. :
 Signal Phase :
 Signal Info :



Form1
ORGANICS REPORT

Sample Number: DAILY BLANK

Client Id:

Data File: 13M10049.D

Analysis Date: 04/09/18 09:19

Date Rec/Extracted:

Column: DB-624 25M 0.200mm ID 1.12um film

Method: EPA 8015D

Matrix: Methanol

Initial Vol: 5g:10ml

Final Vol: NA

Dilution: 100

Solids: 100

Units: mg/Kg

Cas #	Compound	RL	Conc	Cas #	Compound	RL	Conc
phcg	Gasoline Range Organics	.25	U				

Worksheet #: 459125

Total Target Concentration 0

ColumnID: (^) indicates results from 2nd column

*U - Indicates the compound was analyzed but not detected.**B - Indicates the analyte was found in the blank as well as in the sample.**E - Indicates the analyte concentration exceeds the calibration range of the instrument.**R - Retention Time Out**J - Indicates an estimated value when a compound is detected at less than the specified detection limit.**d - Pesticide %Diff>40% between columns due to coelution. Lower concentration use a*

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
Data File : 13M10049.D
Signal(s) : FID1A.CH
Acq On : 9 Apr 2018 9:19
Operator : RG
Sample : DAILY BLANK
Misc : M, MEOH
ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 11 09:51:37 2018
Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
Quant Title : @GC_13, ug, 8015
QLast Update : Mon Mar 12 14:05:36 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :

Compound	R.T.	Response	Conc	Units

System Monitoring Compounds				
1)S 1,4-Dichlorobenzene-d4	9.511	19717	31.878	m
Target Compounds				

(f)=RT Delta > 1/2 Window

(m)=manual int.

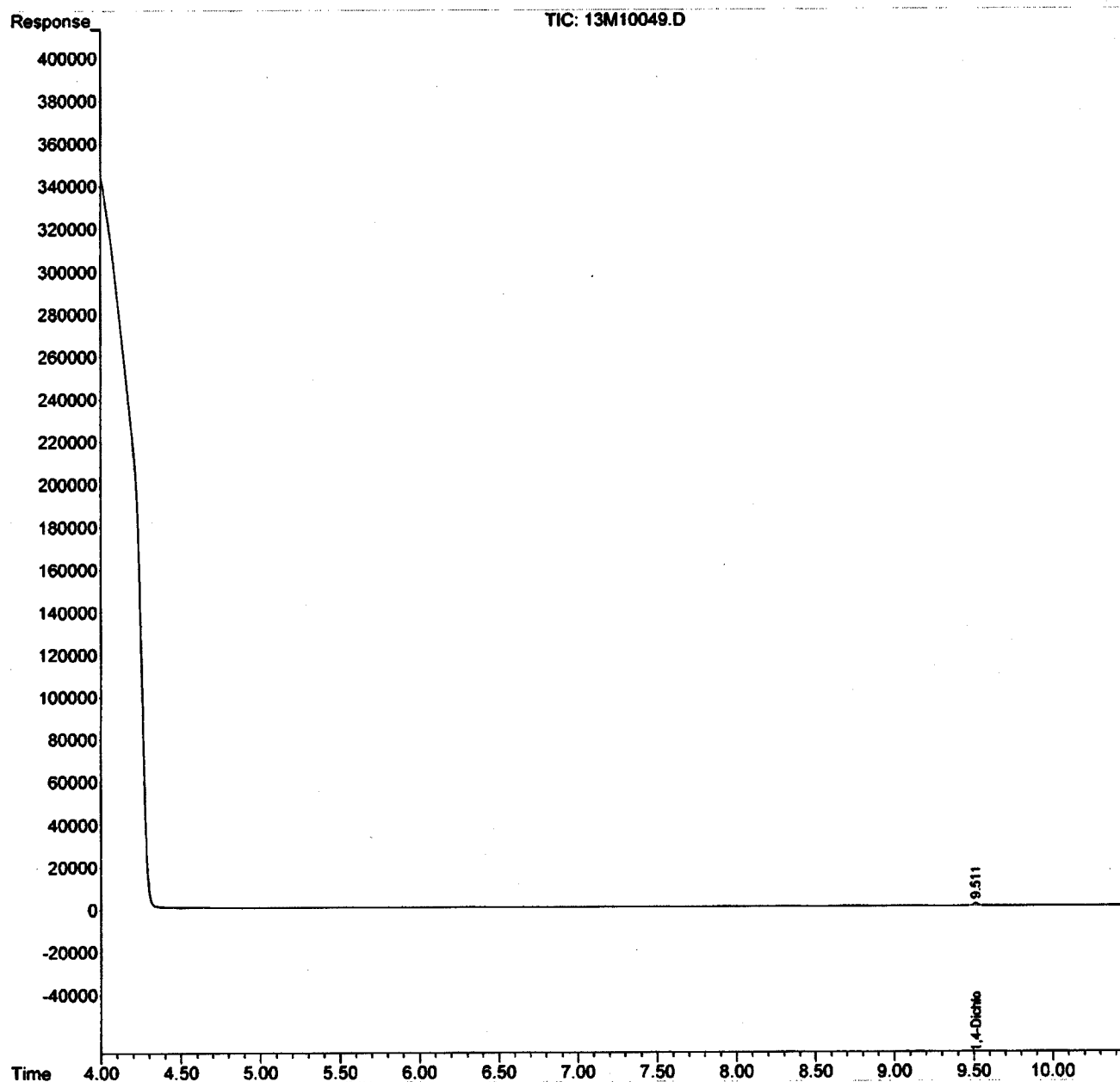
W

8040431 0179

Data Path : G:\GcMsData\2018\GC_13\Data\04-09-18\
Data File : 13M10049.D
Signal(s) : FID1A.CH
Acq On : 9 Apr 2018 9:19
Operator : RG
Sample : DAILY BLANK
Misc : M, MEOH
ALS Vial : 100 Sample Multiplier: 1

Integration File: autoint1.e
Quant Time: Apr 11 09:51:37 2018
Quant Method : G:\GcMsData\2018\GC_13\MethodQt\13M_G0312.M
Quant Title : @GC_13,ug,8015
QLast Update : Mon Mar 12 14:05:36 2018
Response via : Initial Calibration
Integrator: ChemStation

Volume Inj. :
Signal Phase :
Signal Info :



FORM2

Surrogate Recovery

Method: EPA 8015D

Dfile	Sample#	Matrix	Date/Time	Surr Dil	Dilute Out Flag	Column1 S1 Recov	Column0 S2 Recov	Column0 S3 Recov	Column0 S4 Recov	Column0 S5 Recov	Column0 S6 Recov
13M10030.D	DAILY BLANK	M	04/04/18 09:50	1		109					
13M10049.D	DAILY BLANK	M	04/09/18 09:19	1		106					
13M10054.D	DAD03450-002	M	04/09/18 11:00	1		114					
13M10055.D	DAD03450-004	M	04/09/18 11:19	1		116					
13M10056.D	DAD03450-006	M	04/09/18 11:39	1		112					
13M10031.D	DMBS67603	M	04/04/18 10:10	1		137					
13M10036.D	DAD03410-002	M	04/04/18 11:47	1		106					
13M10050.D	DMBS68196	M	04/09/18 09:40	1		127					
13M10051.D	DAD03410-002(MS)	M	04/09/18 10:00	1		130					
13M10052.D	DAD03410-002(MSD)	M	04/09/18 10:21	1		133					

Flags: SD=Surrogate diluted out

*=Surrogate out

Method: EPA 8015D

Soil Limits

Compound	Spike Amt	Limits
S1=1,4-Dichlorobenzene-d4	30	50-150

Form3
Recovery Data
QC Batch: MBS67603

8040431 0181

Data File	Sample ID:	Analysis Date
Spike or Dup: 13M10031.D	MBS67603	4/4/2018 10:10:00 AM
Non Spike(If applicable):		
Inst Blank(If applicable):		

Method: 8015

Matrix: Methanol

QC Type: MBS

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Gasoline Range Organics	1	2016.25	0	2000	101	11	181

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data
QC Batch: MBS68196

8040431 0182

Data File		Sample ID:		Analysis Date			
Spike or Dup: 13M10050.D		MBS68196		4/9/2018 9:40:00 AM			
Non Spike(If applicable):							
Inst Blank(If applicable):							
Method: 8015		Matrix: Methanol		QC Type: MBS			
Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Gasoline Range Organics	1	1614.04	0	2000	81	11	181

* - Indicates outside of limits

- Indicates outside of standard limits but within method exceedance limits

Form3
Recovery Data
QC Batch: MBS68196

8040431 0183

Data File	Sample ID:	Analysis Date
Spike or Dup: 13M10051.D	AD03410-002(MS)	4/9/2018 10:00:00 AM
Non Spike(If applicable): 13M10036.D	AD03410-002	4/4/2018 11:47:00 AM
Inst Blank(If applicable):		

Method: 8015 Matrix: Methanol QC Type: MS

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Gasoline Range Organics	1	2136.8	0	2000	107	11	181

Data File	Sample ID:	Analysis Date
Spike or Dup: 13M10052.D	AD03410-002(MSD)	4/9/2018 10:21:00 AM
Non Spike(If applicable): 13M10036.D	AD03410-002	4/4/2018 11:47:00 AM
Inst Blank(If applicable):		

Method: 8015 Matrix: Methanol QC Type: MSD

Analyte:	Col	Spike Conc	Sample Conc	Expected Conc	Recovery	Lower Limit	Upper Limit
Gasoline Range Organics	1	2247.58	0	2000	112	11	181

**Form3
RPD DATA**

8040431 0184

QC Batch: MBS68196

Data File	Sample ID:	Analysis Date
Spike or Dup: 13M10052.D	AD03410-002(MSD)	4/9/2018 10:21:00 AM
Duplicate(If applicable): 13M10051.D	AD03410-002(MS)	4/9/2018 10:00:00 AM
Inst Blank(If applicable):		
Method: 8015	Matrix: Methanol	QC Type: MSD

Analyte:	Column	Dup/MSD/MBSD Conc	Sample/MS/MBS Conc	RPD	Limit
Gasoline Range Organics	1	2247.58	2136.8	5.1	40

* - Indicates outside of limits

NA - Both concentrations=0... no result can be calculated

FORM 4
Blank Summary

Blank Number: DAILY BLANK
Blank Data File: 13M10030.D
Matrix: Methanol

Blank Analysis Date: 04/04/18 09:50
Blank Extraction Date: NA
(If Applicable)
Method: EPA 8015D

Sample Number	Data File	Analysis Date
MBS67603	13M10031.D	04/04/18 10:10
AD03410-002	13M10036.D	04/04/18 11:47

FORM 4
Blank Summary

Blank Number: DAILY BLANK
Blank Data File: 13M10049.D
Matrix: Methanol

Blank Analysis Date: 04/09/18 09:19
Blank Extraction Date: NA
(If Applicable)
Method: EPA 8015D

Sample Number	Data File	Analysis Date
AD03450-002	13M10054.D	04/09/18 11:00
AD03450-004	13M10055.D	04/09/18 11:19
AD03450-006	13M10056.D	04/09/18 11:39
AD03410-002(MSD	13M10052.D	04/09/18 10:21
AD03410-002(MS)	13M10051.D	04/09/18 10:00
MBS68196	13M10050.D	04/09/18 09:40

Form 5

Method: EPA 8015D

Instrument: GC_13

Column: DB-624 25M 0.200mm ID 1.12um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
13M09822.D	BLK	03/12/18 09:12	Aqueous	13M0985	0.0000	200		
13M09823.D	BLK	03/12/18 09:32	Aqueous	13M0985	9.4984	0.2752		
13M09824.D	BLK	03/12/18 09:51	Aqueous	13M0985	9.4897	0.1835		
13M09825.D	CAL @ 250 PPB	03/12/18 10:11	Aqueous	13M0983	9.4847	0.0095		
13M09826.D	CAL @ 500 PPB	03/12/18 10:31	Aqueous	13M0983	9.4871	0.0348		
13M09827.D	CAL @ 750 PPB	03/12/18 10:52	Aqueous	13M0983	9.4869	0.0327		
13M09828.D	CAL @ 1000 PPB	03/12/18 11:13	Aqueous	13M0983	9.4871	0.0348		
13M09829.D	CAL @ 1500 PPB	03/12/18 11:34	Aqueous	13M0983	9.4844	0.0063		
13M09830.D	CAL @ 2000 PPB	03/12/18 11:53	Aqueous	13M0983	9.4820	0.019		
13M09831.D	CAL @ 4000 PPB	03/12/18 12:14	Aqueous	13M0983	9.4838	0		
13M09834.D	ICV	03/12/18 13:17	Aqueous	13M0983	9.4830	0.0084		
13M09835.D	STD	03/12/18 13:36	Aqueous	13M0983	9.4800	0.0401		
13M09839.D	DAILY BLANK	03/12/18 14:59	Aqueous	13M0983	9.4864	0.0274		
13M09840.D	DAILY BLANK	03/12/18 15:20	Methanol	13M0983	9.4918	0.0843		
13M09841.D	AD02943-002	03/12/18 15:41	Aqueous	13M0983	9.4903	0.0685		
13M09842.D	MBS67356	03/12/18 16:02	Aqueous	13M0983	9.4832	0.0063		
13M09843.D	MBS67357	03/12/18 16:22	Methanol	13M0983	9.4789	0.0517		
13M09844.D	AD02970-002(MS)	03/12/18 16:42	Methanol	13M0983	9.4790	0.0506		
13M09845.D	AD02970-002(MSD)	03/12/18 17:02	Methanol	13M0983	9.4766	0.076		
13M09847.D	AD02997-003	03/12/18 17:41	Methanol	13M0983	9.4751	0.0918		
13M09848.D	AD02997-004	03/12/18 18:01	Methanol	13M0983	9.4768	0.0738		
13M09850.D	CAL @ 2000 PPB	03/12/18 18:40	Aqueous	13M0983	9.4723	0.1213		

Form 5

Method: EPA 8015D

Instrument: GC_13

Column: DB-624 25M 0.200mm ID 1.12um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
13M10026.D	BLK	04/04/18 08:30	Aqueous	13M1004	9.5015	0.2181		
13M10027.D	BLK	04/04/18 08:50	Aqueous	13M1004	9.4906	0.1033		
13M10028.D	CAL @ 2000 PPB	04/04/18 09:11	Aqueous	13M1002	9.4880	0		
13M10030.D	DAILY BLANK	04/04/18 09:50	Methanol	13M1002	9.4895	0.0158		
13M10031.D	MBS67603	04/04/18 10:10	Methanol	13M1002	9.4901	0.0221		
13M10032.D	AD03411-001(MS)	04/04/18 10:29	Methanol	13M1002	9.4834	0.0485		
13M10033.D	AD03411-001(MSD)	04/04/18 10:49	Methanol	13M1002	9.4854	0.0274		
13M10035.D	AD03411-001	04/04/18 11:28	Methanol	13M1002	9.4829	0.0538		
13M10036.D	AD03410-002	04/04/18 11:47	Methanol	13M1002	9.4838	0.0443		
13M10039.D	AD03410-002	04/04/18 12:47	Methanol	13M1002	9.4820	0.0633		
13M10040.D	BLK	04/04/18 13:07	Methanol	13M1002	9.4789	0.096		
13M10041.D	CAL @ 2000 PPB	04/04/18 13:27	Aqueous	13M1002	9.4808	0.0759		

Drift Compound: 1,4-Dichloroben

Drift Limit(s): 0.5 (Pest/Pcb) 1.5 (Herb/Tph)

* - Values outside of limits for this column/run

Form 5

Method: EPA 8015D
Instrument: GC_13

Column: DB-624 25M 0.200mm ID 1.12um film

Data File	Sample#	Analysis Date/Time	Matrix	Reference File	Column 1 RT	Column 1 % Drift	Column 2 RT	Column 2 % Drift
13M10045	D BLK	04/09/18 07:58	Aqueous	13M1006	9.5442	0.5906		
13M10046	D BLK	04/09/18 08:18	Aqueous	13M1006	9.5163	0.2978		
13M10047	D CAL @ 2000 PPB	04/09/18 08:38	Aqueous	13M1004	9.5111	0		
13M10049	D DAILY BLANK	04/09/18 09:19	Methanol	13M1004	9.5108	0.0031		
13M10050	D MBS68196	04/09/18 09:40	Methanol	13M1004	9.4862	0.2621		
13M10051	D AD03410-002(MS)	04/09/18 10:00	Methanol	13M1004	9.4822	0.3043		
13M10052	D AD03410-002(MSD)	04/09/18 10:21	Methanol	13M1004	9.4838	0.2874		
13M10054	D AD03450-002	04/09/18 11:00	Methanol	13M1004	9.4869	0.2548		
13M10055	D AD03450-004	04/09/18 11:19	Methanol	13M1004	9.4832	0.2938		
13M10056	D AD03450-006	04/09/18 11:39	Methanol	13M1004	9.4885	0.2379		
13M10057	D AD03503-002	04/09/18 12:00	Methanol	13M1004	9.4815	0.3117		
13M10058	D AD03505-010	04/09/18 12:19	Methanol	13M1004	9.4802	0.3254		
13M10060	D CAL @ 2000 PPB	04/09/18 12:57	Aqueous	13M1004	9.4880	0.2432		

Method: EPA 8015D

Form 6
Initial Calibration

Instrument: GC_13

Level #:	Data File:	Cal Identifier:	Analysis Date/Time	Level #:	Data File:	Cal Identifier:	Analysis Date/Time
1	13M09831	CAL @ 4000 PPB	03/12/18 12:14	2	13M09830	CAL @ 2000 PPB	03/12/18 11:53
3	13M09829	CAL @ 1500 PPB	03/12/18 11:34	4	13M09828	CAL @ 1000 PPB	03/12/18 11:13
5	13M09827	CAL @ 750 PPB	03/12/18 10:52	6	13M09826	CAL @ 500 PPB	03/12/18 10:31
7	13M09825	CAL @ 250 PPB	03/12/18 10:11				

Compound	Col	Mr	Fit	RF1	RF2	RF3	RF4	RF5	RF6	RF7	RF8	AvgRt	RT	Corr1	Corr2	%Rsd	Lvl1	Lvl2	Lvl3	Lvl4	Lvl5	Lvl6	Lvl7	Lvl8
1,4-Dichlorobenzene-d4	1	0	Avg	0.0842	0.0671	0.0653	0.0574	0.0564	0.0523	0.0500	---	0.0618	9.48	-1	-1	19	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
2-Methylpentane	1	0	Avg	0.0012	0.0013	0.0012	0.0013	0.0013	0.0013	0.0014	---	0.0013	5.47	1.00	1.00	5.6	4000	2000	1500	1000	750.0	500.0	250.0	250.0
1,2,4-Trimethylbenzene	1	0	Avg	0.0010	0.0009	0.0010	0.0009	0.0010	0.0010	0.0010	---	0.0010	9.29	1.00	1.00	1.5	4000	2000	1500	1000	750.0	500.0	250.0	250.0
Gasoline Range Organics	1	0	Avg	0.0550	0.0512	0.0533	0.0537	0.0518	0.0538	0.0576	---	0.0538	7.76	0.998	1.00	3.9	4000	2000	1500	1000	750.0	500.0	250.0	250.0

Flags

c - failed the initial calibration criteria (if applicable)

Note:

Col = Column Number
 Mr = Molar Mass
 Fit = Indicates whether Avg RF, Linear, or Quadratic Curve was used for compound
 Corr 1 = Correlation Coefficient for linear Fit
 Corr 2 = Correlation Coefficient for quad Fit

All Response Factors = Response Factors / 10000
 Initial Calibration Criteria: either %RSD <= 20 or Corr >= .995
 Columns: Signal #1 db-1701 : Signal #2 db-608

^Lvl: These compounds use a single pt calibration as specified by the method. The file used to update this calibration point is listed in the header under level #

Avg Rsd Col 1: 14.95

Avg Rsd Col 2: -1

Form 7

Continuing Calibration

Method: EPA 8015D

Data File:		13M10028.D			13M10041.D			13M10047.D			13M10060.D		
Method:		8015			8015			8015			8015		
Calibration Name:		CAL @ 2000 PPB			CAL @ 2000 PPB			CAL @ 2000 PPB			CAL @ 2000 PPB		
Calibration Date/Time		04/04/18 09:11			04/04/18 13:27			04/09/18 08:38			04/09/18 12:57		
		Conc			Conc			Conc			Conc		
		Conc Exp %Diff			Conc Exp %Diff			Conc Exp %Diff			Conc Exp %Diff		
Compound	Limit Col Mr	Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff	Conc	Exp	%Diff
Gasoline Range Orga	20 1 0	1839	2000	8.1	1852	2000	7.4	1760	2000	12.0	1856	2000	7.2

Flags/Notes: * - Values outside of limits for this column/run

TCLP Metal Data

Form 1

Inorganic Analysis Data Sheet

Sample ID: AD03450-002
 Client Id: SB03 Comp
 Matrix: TCLP
 Level: LOW

% Solid: 0
 Units: MG/L
 Date Rec: 4/4/2018

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:

Nras No:
 Sdg No:
 Case No:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File:	Seq Num	M	Instr
7440-38-2	Arsenic	0.10	ND	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A
7440-39-3	Barium	0.25	0.30	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A
7440-43-9	Cadmium	0.050	ND	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A
7440-47-3	Chromium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A
7439-92-1	Lead	0.050	ND	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A
7439-97-6	Mercury	0.00050	ND	1	25	25	04/09/18	66947	H22366T	18	CV	HGCV3A
7782-49-2	Selenium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A
7440-22-4	Silver	0.050	ND	1	50	50	04/09/18	66947	T22366A4	25	P	PEICP4A

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV -ColdVapor

MS - ICP-MS

Form1

Inorganic Analysis Data Sheet

Sample ID: AD03450-004
 Client Id: SB01 Comp
 Matrix: TCLP
 Level: LOW

% Solid: 0
 Units: MG/L
 Date Rec: 4/4/2018

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:

Nras No:
 Sdg No:
 Case No:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File	Seq Num	M	Instr
7440-38-2	Arsenic	0.10	ND	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A
7440-39-3	Barium	0.25	0.50	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A
7440-43-9	Cadmium	0.050	ND	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A
7440-47-3	Chromium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A
7439-92-1	Lead	0.050	ND	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A
7439-97-6	Mercury	0.00050	ND	1	25	25	04/09/18	66947	H22366T	19	CV	HGCV3A
7782-49-2	Selenium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A
7440-22-4	Silver	0.050	ND	1	50	50	04/09/18	66947	T22366A4	26	P	PEICP4A

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV -ColdVapor

MS - ICP-MS

Form 1

Inorganic Analysis Data Sheet

Sample ID: AD03450-006
 Client Id: SB02 Comp
 Matrix: TCLP
 Level: LOW

% Solid: 0
 Units: MG/L
 Date Rec: 4/4/2018

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:

Nras No:
 Sdg No:
 Case No:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File:	Seq Num	M	Instr
7440-38-2	Arsenic	0.10	ND	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A
7440-39-3	Barium	0.25	0.70	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A
7440-43-9	Cadmium	0.050	ND	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A
7440-47-3	Chromium	0.10	ND	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A
7439-92-1	Lead	0.050	ND	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A
7439-97-6	Mercury	0.00050	ND	1	25	25	04/09/18	66947	H22366T	14	CV	HGCV3A
7782-49-2	Selenium	0.10	ND	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A
7440-22-4	Silver	0.050	ND	1	100	100	04/09/18	66947	T22366A4	15	P	PEICP4A

Comments: _____

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit

P - ICP-AES

CV -ColdVapor

MS - ICP-MS

Form1

Inorganic Analysis Data Sheet

Sample ID: MB 66947 (1)
 Client Id: MB 66947 (1)
 Matrix: TCLP
 Level: LOW

% Solid: 0
 Units: MG/L

Lab Name: Hampton-Clarke
 Lab Code:

Cas No.	Analyte	RL	Conc	Dil Fact	Initial Wt/Vol	Final Wt/Vol	Analysis Date	Prep Batch	File	Seq Num	M	Instr
7429-90-5	Aluminum	1.0	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-36-0	Antimony	0.070	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-38-2	Arsenic	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-39-3	Barium	0.25	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-41-7	Beryllium	0.012	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-43-9	Cadmium	0.050	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-70-2	Calcium	5.0	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-47-3	Chromium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-48-4	Cobalt	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-50-8	Copper	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7439-89-6	Iron	1.0	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7439-92-1	Lead	0.050	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7439-95-4	Magnesium	5.0	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7439-96-5	Manganese	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7439-97-6	Mercury	0.00050	ND	1	25	25	04/09/18	66947	H22366T	11	CV	HGCV3A
7439-98-7	Molybdenum	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-02-0	Nickel	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7782-49-2	Selenium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-22-4	Silver	0.050	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-28-0	Thallium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-31-5	Tin	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-32-6	Titanium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-62-2	Vanadium	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A
7440-66-6	Zinc	0.10	ND	1	50	50	04/09/18	66947	T22366A4	12	P	PEICP4A

Comments:

Flag Codes:

U or ND - Indicates Compound was not found above the detection/reporting limit
 P - ICP-AES
 CV - ColdVapor
 MS - ICP-MS

FORM 2 **(ICV/CCV Summary)**

Date Analyzed: 04/09/18
 Data File: T22366A4
 Prep Batch: 66947
 Analytical Method: 6010C/7470A,7471B,6020A
 Instrument: PEICP4A
 Units: All units in ppm except Hg and icp-ms in ppb
 Project Number: 8040431

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:
 Nras No:
 Sdg No:
 Case No:
 ICV/CCV SOURCE: SCP Science

Analyte	ICV/CC V Amt	ICV V- 275964- 7	Rec	CCV V- 275964- 20	Rec	CCV V- 275964- 30	Rec	Rec	Rec	Rec	Rec	Rec
Arsenic	.5/.5	0.48256	97	0.51125	102	0.51892	104					
Barium	.5/.5	0.49686	99	0.49721	99	0.49861	100					
Cadmium	.5/.5	0.50878	102	0.51467	103	0.52011	104					
Chromium	.5/.5	0.50726	101	0.51039	102	0.51333	103					
Copper	.5/.5	0.49613	99	0.48711	97	0.49628	99					
Lead	.5/.5	0.50599	101	0.50106	100	0.50636	101					
Nickel	.5/.5	0.51564	103	0.51340	103	0.51395	103					
Selenium	.5/.5	0.49507	99	0.51614	103	0.51641	103					
Silver	0.1/0.1	0.09614	96	0.09442	94	0.09538	95					
Zinc	.5/.5	0.49850	100	0.50839	102	0.51487	103					

Notes: a-indicates analyte failed the ICV limits for 6010C, 6020A
 b-indicates analyte failed the ICV limits for 200.7 or 200.8
 c-indicates analyte failed the CCV limits for 200.7/200.8/245.1/6010C,6020A Except Hg 7470A,7471B
 d-indicates analyte failed the CCV limits Hg 7470A/7471B

Qc Limits: ICV - 200.7 (95-105)
 CCV- 200.7/200.8/6010C/245.1 (90-110) Except Hg 7470A/ 7471B (80-120)
 ICV - 6010C/6020A/200.8 (90-110)

ICP ICV/CCV (90-110)
 Hg ICV/CCV (80-120)

FORM 2 (LLICV/LLCCV Summary)

Date Analyzed: 04/09/18
 Data File: T22366A4
 Prep Batch: 66947
 Analytical Method: 6010C/7470A,7471B,6020A
 Instrument: PEICP4A
 Units: All units in ppm except Hg and icp-ms in ppb
 Project Number: 8040431

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:
 Nras No:
 Sdg No:
 Case No:
 ICV/CCV SOURCE: SPEX

Analyte	LLICV/ LLCCV Amt	LLICV [leach] V- 274819- Rec	LLCCV [leach] V- 274819- 21 Rec	LLCCV [leach] V- 274819- 31 Rec	Rec	Rec	Rec	Rec	Rec	Rec					
Arsenic	0.1/0.1	0.0957912	98	0.0911558	91	0.103308	103								
Barium	0.25/0.25	0.260936	104	0.264847	106	0.260583	104								
Cadmium	0.05/0.05	0.0487777	98	0.0507669	102	0.0513941	103								
Chromium	0.1/0.1	0.103735	104	0.106085	106	0.104136	104								
Copper	0.1/0.1	0.0931403	93	0.0946711	95	0.0923261	92								
Lead	0.05/0.05	0.0487518	98	0.0529348	106	0.0504856	101								
Nickel	0.1/0.1	0.0999058	100	0.102167	102	0.101717	102								
Selenium	0.1/0.1	0.0943151	94	0.103173	103	0.111846	112								
Silver	0.05/0.05	0.0457944	92	0.0451538	90	0.0445099	89								
Zinc	0.1/0.1	0.100485	100	0.106094	106	0.106217	106								

Notes: a-indicates analyte failed the LLICV limits for 6010C, 6020A
 c-indicates analyte failed the LLCCV limits for 6010C, 6020A

Qc Limits: LLCCV- 6010C/6020A (70-130)
 LLICV - 6010C/6020A (70-130)

FORM 2 (ICV/CCV Summary)

Date Analyzed: 04/09/18
 Data File: H22366T
 Prep Batch: 66947
 Analytical Method: 6010C/7470A,7471B,6020A
 Instrument: HGCV3A
 Units: All units in ppm except Hg and icp-ms in ppb
 Project Number: 8040431

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:
 Nras No:
 Sdg No:
 Case No:
 ICV/CCV SOURCE: SCP Science

Analyte	ICV (2)-9		CCV-21											
	ICV/CCV Amt	Rec	Rec	Rec	Rec	Rec	Rec	Rec	Rec	Rec	Rec	Rec	Rec	Rec
Mercury	20/10	18.33000	92	9.84800	98									

Notes: a-indicates analyte failed the ICV limits for 6010C, 6020A
 b-indicates analyte failed the ICV limits for 200.7 or 200.8
 c-indicates analyte failed the CCV limits for 200.7/200.8/245.1/6010C,6020A Except Hg 7470A,7471B
 d-indicates analyte failed the CCV limits Hg 7470A/7471B

Qc Limits: ICV - 200.7 (95-105)
 CCV- 200.7/200.8/6010C/245.1 (90-110) Except Hg 7470A/ 7471B (80-120)
 ICV - 6010C/6020A/200.8 (90-110)

ICP ICV/CCV (90-110)
 Hg ICV/CCV (80-120)

FORM 3 **(ICB/CCB/MB Summary)**

Date Analyzed: 04/09/18

Data File: T22366A4

Prep Batch: 66947

Reporting Limits Used: 6010C/7470A,7471B,6020A

Instrument: PEICP4A

Units: All units in ppm except Hg and icp-ms in ppb

Project Number: 8040431

Lab Name: Hampton-Clarke

Lab Code:

Contract:

Nras No:

Sdg No:

Case No:

Analyte	ICB V-276756- 9	CCB V-276756- 22	CCB V-276756- 32	MB 66947 (1)- 12	EF-V-276282- 27			
Arsenic	.1 U	.1 U	.1 U	.1 U	.1 U			
Barium	.25 U	.25 U	.25 U	.25 U	.25 U			
Cadmium	.05 U	.05 U	.05 U	.05 U	.05 U			
Chromium	.1 U	.1 U	.1 U	.1 U	.1 U			
Copper	.1 U	.1 U	.1 U	.1 U	.1 U			
Lead	.05 U	.05 U	.05 U	.05 U	.05 U			
Nickel	.1 U	.1 U	.1 U	.1 U	.1 U			
Selenium	.1 U	.1 U	.1 U	.1 U	.1 U			
Silver	.05 U	.05 U	.05 U	.05 U	.05 U			
Zinc	.1 U	.1 U	.1 U	.1 U	.1 U			

Notes: a-indicates absolute value of result found above the reporting limits in CCB/ICB or result found above reporting limit in the MB
u-indicates result below reporting limit

FORM 3
(ICB/CCB/MB Summary)

Date Analyzed: 04/09/18
Data File: H22366T
Prep Batch: 66947
Reporting Limits Used: 6010C/7470A,7471B,6020A
Instrument: HGCV3A
Units: All units in ppm except Hg and icp-ms in ppb
Project Number: 8040431

Lab Name: Hampton-Clarke
Lab Code:
Contract:
Nras No:
Sdg No:
Case No:

Analyte	ICB-10	CCB-22	MB 66947 (1)- 11	EF V-276282- 20						
Mercury	.5 U	.5 U	.5 U	.5 U						

Notes: a-indicates absolute value of result found above the reporting limits in CCB/ICB or result found above reporting limit in the MB
u-indicates result below reporting limit

FORM 4 **(ICSA/ICSAB Summary)**

Date Analyzed: 04/09/18
 Data File: T22366A4
 Prep Batch: 66947
 Reporting Limits Used: 6010C/7470A,7471B,6020A
 Instrument: PEICP4A
 Units: All units in ppm except Hg and icp-ms in ppb
 Project Number: 8040431

Lab Name: Hampton-Clarke
 Lab Code:
 Contract:
 Nras No:
 Sdg No:
 Case No:
 ICSA/ICSAB: SOURCE: SCP Science

Analyte	Spk Amt	ICSA V- 276224-10		ICSAB V- 276225-11		ICSA V- 276224-28		ICSAB V- 276225-29		Rec	Rec	Rec	Rec
			Rec		Rec		Rec		Rec				
Aluminum	500	533.458	107	508.61700	102	525.256	105	529.91800	108				
Arsenic	1	U		1.00219	100	U		1.08927	109				
Barium	.5	U		0.47825	96	U		0.50141	100				
Cadmium	1	U		1.07778	108	U		1.12946	113				
Calcium	500	494.428	99	475.23900	95	489.614	98	498.61500	100				
Chromium	.5	U		0.49043	98	U		0.51778	104				
Copper	.5	U		0.54532	109	U		0.56397	113				
Iron	200	186.677	93	179.76900	90	187.206	94	191.38500	96				
Lead	1	U		0.91375	91	U		0.95637	96				
Magnesium	500	522.712	105	507.21500	101	524.362	105	541.73800	108				
Nickel	1	U		0.91896	92	U		0.96252	96				
Selenium	1	U		1.02397	102	U		1.05495	105				
Silver	1	U		1.07748	108	U		1.11109	111				
Zinc	1	U		0.91226	91	U		0.97422	97				

Notes: a-indicates absolute value of the concentration > 2 * Reporting Limits in the ICSA
 b-indicates absolute value of the concentration above Reporting Limits but < 2 * Reporting Limits in the ICSA
 c-indicates the recovery failed the Qc Criteria in the ICSAB
 u-indicates the absolute value of the concentration was below the reporting limit

FORM5/FORM7
SPIKE RECOVERY DATA
 PREP BATCH: 66947

8040431 0203

Instrument Type: ICP/HG

Analytical Method(s): 6010C/200.7/7470A/7471B/245.1

ICP units in ppm, ICPMS and Hg in ppb

TxtQcType: LCSMR		Matrix: TCLP		SampleID: LCSW MR 66947						
Analyte	BatchId	DF	Data Fil	Seq#:	Spk Conc:	Spk Adde	Recov	Qual	Lo Lim	Hi Lim
Arsenic	66947	1	T22366A4	14	0.5538	0.50	111		80	120
Barium	66947	1	T22366A4	14	0.5762	0.50	115		80	120
Cadmium	66947	1	T22366A4	14	0.5946	0.50	119		80	120
Chromium	66947	1	T22366A4	14	0.5799	0.50	116		80	120
Lead	66947	1	T22366A4	14	0.5647	0.50	113		80	120
Mercury	66947	1	H22366T	13	10.0200	10	100		80	120
Selenium	66947	1	T22366A4	14	0.5633	0.50	113		80	120
Silver	66947	1	T22366A4	14	0.1046	0.100	105		80	120

TxtQcType: LCS		Matrix: TCLP		SampleID: LCSW 66947						
Analyte	BatchId	DF	Data Fil	Seq#:	Spk Conc:	Spk Adde	Recov	Qual	Lo Lim	Hi Lim
Arsenic	66947	1	T22366A4	13	0.5140	0.50	103	80	120	
Barium	66947	1	T22366A4	13	0.5295	0.50	106	80	120	
Cadmium	66947	1	T22366A4	13	0.5433	0.50	109	80	120	
Chromium	66947	1	T22366A4	13	0.5350	0.50	107	80	120	
Lead	66947	1	T22366A4	13	0.5325	0.50	107	80	120	
Mercury	66947	1	H22366T	12	10.0800	10	101	80	120	
Selenium	66947	1	T22366A4	13	0.5187	0.50	104	80	120	
Silver	66947	1	T22366A4	13	0.0978	0.100	98	80	120	

TxtQcType: MS		Matrix: TCLP		SampleID: AD03450-006									
Analyte	BatchId	DF	Data Fil	Seq#:	NS Data Fil	Seq#	Spk Conc:	NS Conc:	Spk Adde	Recov	Qual	Lo Lim	Hi Lim
Arsenic	66947	1	T22366A4	17	T22366A4	15	0.5233	.1U	0.50	105	50		
Barium	66947	1	T22366A4	17	T22366A4	15	1.1476	0.7007	0.50	89	50		
Cadmium	66947	1	T22366A4	17	T22366A4	15	0.5476	.05U	0.50	110	50		
Chromium	66947	1	T22366A4	17	T22366A4	15	0.4887	.1U	0.50	98	50		
Lead	66947	1	T22366A4	17	T22366A4	15	0.4504	.05U	0.50	90	50		
Mercury	66947	1	H22366T	16	H22366T	14	10.6500	0.50U	10	106	50		
Selenium	66947	1	T22366A4	17	T22366A4	15	0.6018	.1U	0.50	120	50		
Silver	66947	1	T22366A4	17	T22366A4	15	0.0998	0.05U	0.100	100	50		

a-Indicates Recovery Failed the criteria

b-Indicates Recovery Failed the criteria but non spike concentration >4*spike amount

FORM5/FORM7
SPIKE RECOVERY DATA
 PREP BATCH: 66947

8848431 0284

Instrument Type: ICP/HG

Analytical Method(s):6010C/200.7/7470A/7471B/245.1

ICP units in ppm, ICPMS and Hg in ppb

TxtQcType: PS		Matrix: TCPLP		SampleID: AD03450-006								
Analyte	DF	Data Fil	Seq#	NS Data Fil	Seq#	Spk Conc:	NS Conc:	Spk Adde	Recov	Qual	Lo Lim	Hi Lim
Arsenic	1	T22366A4	18	T22366A4	15	0.5344	.1U	0.5	107		80	120
Barium	1	T22366A4	18	T22366A4	15	1.1733	0.7007	0.5	95		80	120
Cadmium	1	T22366A4	18	T22366A4	15	0.5583	.05U	0.5	112		80	120
Chromium	1	T22366A4	18	T22366A4	15	0.4926	.1U	0.5	99		80	120
Lead	1	T22366A4	18	T22366A4	15	0.4639	.05U	0.5	93		80	120
Selenium	1	T22366A4	18	T22366A4	15	0.6028	.1U	0.5	121	a	80	120
Silver	1	T22366A4	18	T22366A4	15	0.0756	0.05U	0.1	76	a	80	120

a-Indicates Recovery Failed the criteria

b-Indicates Recovery Failed the criteria but non spike concentration >4*spike amount

FORM6/FORM9
RPD/%Difference Data
 PREP BATCH: 66947

8040431 0205

Instrument Type: ICP/HG

Analytical Method(s):6010C/200.7/7470A/7471B/245.1

ICP units in ppm, ICPMS and Hg in ppb

TxTqcType: LCSMR Matrix: TCLP SampleID: LCSW MR 66947									
Analyte	BatchId	Data Fil	Seq#:	NS File	Seq#	Result 1	Result 2	RPD	Limit
Arsenic	66947	T22366A4	14	T22366A4	13	0.5538	0.5140	7.5	20
Barium	66947	T22366A4	14	T22366A4	13	0.5762	0.5295	8.4	20
Cadmium	66947	T22366A4	14	T22366A4	13	0.5946	0.5433	9	20
Chromium	66947	T22366A4	14	T22366A4	13	0.5799	0.5350	8.1	20
Lead	66947	T22366A4	14	T22366A4	13	0.5647	0.5325	5.9	20
Mercury	66947	H22366T	13	H22366T	12	10.0200	10.0800	.6	20
Selenium	66947	T22366A4	14	T22366A4	13	0.5633	0.5187	8.2	20
Silver	66947	T22366A4	14	T22366A4	13	0.1046	0.0978	6.7	20

TxTqcType: MR Matrix: TCLP SampleID: AD03450-006									
Analyte	BatchId	Data Fil	Seq#:	NS File	Seq#	Result 1	Result 2	RPD	Limit
Arsenic	66947	T22366A4	16	T22366A4	15	.1U	.1U	---	20
Barium	66947	T22366A4	16	T22366A4	15	0.6921	0.7007	1.2	20
Cadmium	66947	T22366A4	16	T22366A4	15	.05U	.05U	---	20
Chromium	66947	T22366A4	16	T22366A4	15	.1U	.1U	---	20
Lead	66947	T22366A4	16	T22366A4	15	.05U	.05U	---	20
Mercury	66947	H22366T	15	H22366T	14	0.50U	0.50U	---	20
Selenium	66947	T22366A4	16	T22366A4	15	.1U	.1U	---	20
Silver	66947	T22366A4	16	T22366A4	15	0.05U	0.05U	---	20

TxtQcType: SD		Matrix: TCLP		SampleID: AD03450-006						
Analyte	BatchId	Data Fil	Seq#:	NS File	Seq#	DF	Result 1	Result 2	%Diff	Limit
Arsenic	66947	T22366A4	19	T22366A4	15	5	-0.0128	-0.0205	—	10
Barium	66947	T22366A4	19	T22366A4	15	5	0.1478	0.7007	5.4	10
Cadmium	66947	T22366A4	19	T22366A4	15	5	-0.0012	0.0001	—	10
Chromium	66947	T22366A4	19	T22366A4	15	5	-0.0008	0.0006	—	10
Lead	66947	T22366A4	19	T22366A4	15	5	0.0214	0.0043	—	10
Selenium	66947	T22366A4	19	T22366A4	15	5	0.0180	0.0012	—	10
Silver	66947	T22366A4	19	T22366A4	15	5	-0.0010	-0.0007	—	10

a-Indicates Rpd Failed the criteria

b-Method Rep Out but concentrations < 5*RL

c-Serial dilution Out but conc < 10 * IDL

Run Log

8840431.0206
Page 1 of 2

Data File: W:\METALS.FRM\ICPDATA\New\PEICP4A\T22366A4.txt

Analysis Date: 04/09/18

Instrument: PEICP4A

Sample Id	DF	Qc Type	Time	Run #	Test Group	Rept Limit Matrix	Qc Matrix	Anal Method	Prep Batch	Comments:	Std:
CALBLK V-276756	1	CAL	11:24	1							V-276756(ICB/CCB)
CALST1 V-275276	1	CAL	11:28	2							V-275276(ICS1 - Lowest std)
CALST2 V-275279	1	CAL	11:31	3							V-275279(ICS2 - Low Std)
CALST3 V-275933	1	CAL	11:35	4							V-275933(ICS3 - Middle Std)
CALST4 V-276548	1	CAL	11:39	5							V-276548(ICS4 - High std)
ICS3 V-275933	1	ICS	11:44	6							V-275933(ICS3 - Middle Std)
ICV V-275964	1	ICV	11:49	7							V-275964(CCV)
LLICV (leach) V-274819	1	LLICV	11:53	8		TCLP	TCLP	SW846	66947		V-274819(LLICV/CCV leachate)
ICB V-276756	1	ICB	11:57	9							V-276756(ICB/CCB)
ICSA V-276224	1	ICSA	12:00	10							V-276224(ICS4)
ICSAB V-276225	1	ICSAB	12:05	11							V-276225(ICSAB)
MB 66947 (1)	1	MB	12:10	12		TCLP	TCLP	SW846	66947		0
LCSW 66947	1	LCS	12:13	13		TCLP	TCLP	SW846	66947		0
LCSW MR 66947	1	LCS	12:18	14		TCLP	TCLP	SW846	66947		0
AD03450-006	1	SMP	12:22	15	METALS-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	1	MR	12:27	16	METALS-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	1	MS	12:32	17	METALS-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	1	PS	12:37	18	METALS-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	5	SD	12:41	19	METALS-TCLP	TCLP	TCLP	SW846	66947		0
CCV V-275964	1	CCV	12:45	20							V-275964(CCV)
LLCCV (leach) V-274819	1	LLCCV	12:49	21		TCLP	TCLP	SW846	66947		V-274819(LLICV/CCV leachate)
CCB V-276756	1	CCB	12:53	22							V-276756(ICB/CCB)
AD03439-001	1	SMP	12:57	23	METALS-TCLP	TCLP	TCLP	SW846	66947		0
AD03394-008	1	SMP	13:01	24	PB-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-002	1	SMP	13:06	25	METALS-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-004	1	SMP	13:10	26	METALS-TCLP	TCLP	TCLP	SW846	66947		0
EF-V-276282	1	EF	13:15	27		TCLP	TCLP	SW846	66947		V-276282(EF-1 WARNING)
ICSA V-276224	1	ICSA	13:19	28							V-276224(ICS4)
ICSAB V-276225	1	ICSAB	13:24	29							V-276225(ICSAB)
CCV V-275964	1	CCV	13:29	30							V-275964(CCV)
LLCCV (leach) V-274819	1	LLCCV	13:33	31		TCLP	TCLP	SW846	66947		V-274819(LLICV/CCV leachate)
CCB V-276756	1	CCB	13:37	32							V-276756(ICB/CCB)

Comments/Reviewedby:

scan
192.168.1.89 4/9/2018 1:50:37 PM

OK

Note: ICP-MS dilution factor column does not reflect dilution which is performed prior to analysis. Secondary analytical dilution is documented on prep log. Dilution Factor: _____

Standard/Batch/SnCl2 Lot #:

e 4/12/18

Run Log

Data File: W:\METALS\FRMICPDATA\New\HGC3A\H22366T.txt

Analysis Date: 04/09/18

Instrument: HGC3A

Sample Id	DF	Qc Type	Time	Run #	Test Group	Rept Limit Matrix	Qc Matrix	Anal Method	Prep Batch	Comments:	Stds:
Calibration Blank	1	CAL	14:34	1							0
2 PPB	1	CAL	14:35	2							0
5 PPB	1	CAL	14:37	3							0
1 PPB	1	CAL	14:38	4							0
2 PPB	1	CAL	14:39	5							0
5 PPB	1	CAL	14:40	6							0
10 PPB	1	CAL	14:42	7							0
25 PPB	1	CAL	14:44	8							0
ICV (2)	1	ICV	14:45	9							0
ICB	1	ICB	14:47	10							0
MB 66947 (1)	1	MB	14:48	11	HG-TCLP	TCLP	TCLP	SW846	66947		0
LCS 66947	1	LCS	14:50	12	HG-TCLP	TCLP	TCLP	SW846	66947		0
LCS MR 66947	1	LCS	14:51	13	HG-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	1	SMP	14:53	14	HG-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	1	MR	14:55	15	HG-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-006	1	MS	14:56	16	HG-TCLP	TCLP	TCLP	SW846	66947		0
AD03439-001	1	SMP	14:58	17	HG-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-002	1	SMP	14:59	18	HG-TCLP	TCLP	TCLP	SW846	66947		0
AD03450-004	1	SMP	15:00	19	HG-TCLP	TCLP	TCLP	SW846	66947		0
EF V-276282	1	EF	15:02	20	HG-TCLP	TCLP	TCLP	SW846	66947		V-276282(EF-1 WARNING)
CCV	1	CCV	15:03	21							0
CCB	1	CCB	15:05	22							0

Comments/Reviewedby:

carmela
152.168.1.37 4/9/2018 3:16:03 PM

OK

Note: ICP-MS dilution factor column does not reflect dilution which is performed prior to analysis. Secondary analytical dilution is documented on prep log. Dilution Factor: _____

Standard/Batch/SnCl2 Lot #:
V-277161

ICP SAMPLE PREPARATION LOG

ANALYTICAL METHOD: 3010A 3005A 3050B 200.7/200.8 OTHER _____

Batch No.: 22366

Analyst: CM

QC Number: 66947

Prep Date: 4/7/18

Matrix: Tap

Reviewed By: 83

LAB ID#	ICP		ICP-MS (Secondary dil)		TCLP		COMMENTS
	Initial	Final	Aliquot	Final	Eff	TCLP	
Method blank	50ML	50ML				--	
LCS						--	
LCSD						--	
1. 03450-006					3.1252	0.006	Samples are combined prior to analysis to provide extra sample volume for analysis
1. Analytical Duplicate							
MR -006							
MS -006							Balance used: N/A
MSD							Pipettes used: 149
2. 03439-001							
3. 03394-008							Hot Block used: 2
4. 03460-002							
5. + -004							
6. V-290282	+	+					
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							

Hot Plate Temperature: 93.1

C (90-95° C) Start Time: 12:00

End Time: 10:00

	Volume mL	Lot #
LCSD	0.25	V-11505, 11506
ES, LLCSD		V-
MSD	0.25	V-11505, 11506
ES, LLMSD		V-

Acid	Vol mL	Lot#
HNO ₃	3	V-11505
HCl		V-
H ₂ O ₂		V-

Acid	Vol mL	Lot#
1:1 HNO ₃		V-
1:1 HCl	6	V-218728

Relinquished By

Received By

Date

Date

T:\QC\FORMS\LOGBOOK FORMS\METALS\ICP sample prep log 2018 DOD.DOC

HG SAMPLE PREPARATION LOG

8070731 0209

ANALYTICAL METHOD: 245.1 (470A) 7471B OTHER _____

Batch No.: 22360
QC Number: 66947
Matrix: TAP

Analyst: CJA
Prep Date: 4/18/18 4/18/18
Review By: CB

LAB ID#	MERCURY		COMMENTS	STANDARDS
	INITIAL	FINAL		
Method blank	20mL	20mL		CAL CURVE BLK. 0ppb V- 279080
LCS				
LCSD				STD 0.2 ppb V- 279086
1 03450-006				STD 0.5 ppb V- 087
MR -006				STD 1.0 ppb V- 088
MS -006				STD 2.0 ppb V- 089
MSD				STD 5.0 ppb V- 090
2 03434-001				STD 10.0 ppb V- 091
3 03450-002				STD 25.0 ppb V- 092
4 -004				ICV 10.0 ppb V- 279083
5 V-279282				CCV 20.0 ppb V- 279084
6				
7				
8				Balance used: N/A
9				Pipettes used: 150, 121, 150, 135
10				
11				Hot Block used: 7
12				
13				
14				
15				
16				
17				
18				
19				
20				

Lot Numbers	Volume (mL)	Acid	Volume (mL)	Lot #
K ₂ Cr ₂ O ₇ V- 273310	3.70mL	HNO ₃	0.020mL	V- 11333
K ₂ S ₂ O ₈ V- 273311	2mL	HCl		V-
NH ₄ OH V- 273312	1.0mL	H ₂ SO ₄	1.20mL	V- 11491
		Aqua Regia		V-

Temp: 93.3°C
Time to Boil: 13:30
Time to Digest: 15:30

Spike Volume & Lot #
☐ LCS V- 279082 0.15mL (0.25m)
☐ MS V- 279082 0.250mL
☐ Standards/Control Batch B- 24826

Start time: 12:00 End Time: 15:30

Temperature
245.1 / 7470A: 90-95C
7471B: 92-94C

Relinquished By: CJA

*25 mLs of each standard was digested with this batch using the same reagents and at the same time as the above samples. The preparation of each standard may be referenced in Veripro using the standard batch number and the corresponding V #s.

HG PREP 2016

Wet Chemistry Data

VERITECH Wet Chem Form1 Analysis Summary

Lab#: AD03450-002

Matrix Soil

Client SampleID: SB03 Comp

Project Number: 8040431

Received Date: 4/4/2018

Collect Date: 4/4/2018

Analysis	TestGroup	Dilution:	Result	Units:	RL	Prep Date:	Analysis Date:
Cyanide (Reactive)	CN-REACTIVE	1	ND	mg/Kg	0.50	04/06/18	04/06/18
Flame Propagation (POS/NEG)	IGNIT-1030	1	NA			04/05/18	04/05/18
Burning Rate (mm/sec)	IGNIT-1030	1	NA			04/05/18	04/05/18
Ignitability Screen (POS/NEG)	IGNIT-1030	1	NEG			04/05/18	04/05/18
Paint Filter Test	PAINT FILTER	1	NEG				04/05/18
pH	PH-SOIL	1	7.7	pH			04/05/18
Sulfide (Reactive)	S-REACTIVE	1	ND	mg/kg	100	04/06/18	04/06/18

Lab#: AD03450-004

Matrix Soil

Client SampleID: SB01 Comp

Project Number: 8040431

Received Date: 4/4/2018

Collect Date: 4/4/2018

Analysis	TestGroup	Dilution:	Result	Units:	RL	Prep Date:	Analysis Date:
Cyanide (Reactive)	CN-REACTIVE	1	ND	mg/Kg	0.50	04/06/18	04/06/18
Ignitability Screen (POS/NEG)	IGNIT-1030	1	NEG			04/05/18	04/05/18
Flame Propagation (POS/NEG)	IGNIT-1030	1	NA			04/05/18	04/05/18
Burning Rate (mm/sec)	IGNIT-1030	1	NA			04/05/18	04/05/18
Paint Filter Test	PAINT FILTER	1	NEG				04/05/18
pH	PH-SOIL	1	8	pH			04/05/18
Sulfide (Reactive)	S-REACTIVE	1	ND	mg/kg	100	04/06/18	04/06/18

Lab#: AD03450-006

Matrix Soil

Client SampleID: SB02 Comp

Project Number: 8040431

Received Date: 4/4/2018

Collect Date: 4/4/2018

Analysis	TestGroup	Dilution:	Result	Units:	RL	Prep Date:	Analysis Date:
Cyanide (Reactive)	CN-REACTIVE	1	ND	mg/Kg	0.50	04/06/18	04/06/18
Flame Propagation (POS/NEG)	IGNIT-1030	1	NA			04/05/18	04/05/18
Burning Rate (mm/sec)	IGNIT-1030	1	NA			04/05/18	04/05/18
Ignitability Screen (POS/NEG)	IGNIT-1030	1	NEG			04/05/18	04/05/18
Paint Filter Test	PAINT FILTER	1	NEG				04/05/18
pH	PH-SOIL	1	8.2	pH			04/05/18
Sulfide (Reactive)	S-REACTIVE	1	ND	mg/kg	100	04/06/18	04/06/18

VERITECH Wet Chem Form1 Analysis Summary
% Solids**TestGroupName: % Solids SM2540G****Project #:8040431****TestGroup: %SOLIDS**

Lab#	Client SampleID	Matrix	Dilution:	Result	Units:	RL	Prep Date	Analysis Date	Received Date	Collect Date
AD03450-001	SB03 Grab	Soil	1	83	Percent			04/05/18	04/04/18	04/04/18
AD03450-002	SB03 Comp	Soil	1	82	Percent			04/05/18	04/04/18	04/04/18
AD03450-003	SB01 Grab	Soil	1	83	Percent			04/05/18	04/04/18	04/04/18
AD03450-004	SB01 Comp	Soil	1	82	Percent			04/05/18	04/04/18	04/04/18
AD03450-005	SB02 Grab	Soil	1	89	Percent			04/05/18	04/04/18	04/04/18
AD03450-006	SB02 Comp	Soil	1	85	Percent			04/05/18	04/04/18	04/04/18

% Solids Report

Analysis Type: SOLIDS-SS

BatchID: SOLIDS-SS-7780

QcType	SampleID:	Rounded Result	Raw Result	Units	Tare Weight	Wet Weight	Dry Weight	Analysis Date	Analyzed By	QC RPD	Rpd Limit
DUP	AD03436-011	83	83.23643	Percent	1.34	11.66	9.93	04/05/18	disham	0.25	5
Sample	AD03436-011	83	83.02972	Percent	1.33	11.76	9.99	04/05/18	disham		
Sample	AD03436-012	81	80.84914	Percent	1.34	12.41	10.29	04/05/18	disham		
Sample	AD03436-013	85	84.99607	Percent	1.34	14.07	12.17	04/05/18	disham		
Sample	AD03438-001	86	85.61099	Percent	1.33	15.16	13.17	04/05/18	disham		
Sample	AD03438-002	84	83.81100	Percent	1.36	14.27	12.18	04/05/18	disham		
Sample	AD03438-003	86	85.91549	Percent	1.36	14.85	12.95	04/05/18	disham		
Sample	AD03438-004	83	82.73921	Percent	1.35	12.01	10.17	04/05/18	disham		
Sample	AD03438-005	85	85.37549	Percent	1.34	13.99	12.14	04/05/18	disham		
Sample	AD03438-006	86	85.60372	Percent	1.36	14.28	12.42	04/05/18	disham		
Sample	AD03438-007	84	83.81503	Percent	1.37	11.75	10.08	04/05/18	disham		
Sample	AD03438-008	87	86.84628	Percent	1.36	13.98	12.32	04/05/18	disham		
Sample	AD03439-001	82	82.21477	Percent	1.36	10.30	8.71	04/05/18	disham		
Sample	AD03439-002	83	82.74596	Percent	1.35	14.97	12.61	04/05/18	disham		
Sample	AD03439-003	85	84.56726	Percent	1.37	10.96	9.48	04/05/18	disham		
Sample	AD03441-001	88	88.35546	Percent	1.37	11.16	10.03	04/05/18	disham		
Sample	AD03441-002	77	77.20670	Percent	1.36	10.31	8.27	04/05/18	disham		
Sample	AD03441-003	85	84.72441	Percent	1.36	14.06	12.12	04/05/18	disham		
Sample	AD03450-001	83	82.73973	Percent	1.36	8.66	7.40	04/05/18	disham		
Sample	AD03450-002	82	82.24505	Percent	1.37	15.00	12.58	04/05/18	disham		
Sample	AD03450-003	83	83.09504	Percent	1.36	13.25	11.25	04/05/18	disham		

* - Indicates Failed Rpd Criteria

% Solids Report

Analysis Type: SOLIDS-SS

BatchID: SOLIDS-SS-7781

QcType	SampleID:	Rounded Result	Raw Result	Units	Tare Weight	Wet Weight	Dry Weight	Analysis Date	Analyzed By	QC RPD	Rpd Limit
DUP	AD03450-004	82	82.03689	Percent	1.33	13.80	11.56	04/05/18	disham	0.55	5
Sample	AD03437-001	85	84.50561	Percent	1.33	11.14	9.62	04/05/18	disham		
Sample	AD03437-002	84	84.26724	Percent	1.32	10.60	9.14	04/05/18	disham		
Sample	AD03437-003	85	84.71503	Percent	1.33	12.91	11.14	04/05/18	disham		
Sample	AD03437-004	85	84.87124	Percent	1.33	10.65	9.23	04/05/18	disham		
Sample	AD03437-005	84	84.25121	Percent	1.35	11.70	10.07	04/05/18	disham		
Sample	AD03437-006	83	82.77946	Percent	1.35	11.28	9.57	04/05/18	disham		
Sample	AD03437-007	85	84.78261	Percent	1.33	11.45	9.92	04/05/18	disham		
Sample	AD03437-008	83	82.95082	Percent	1.32	10.47	8.90	04/05/18	disham		
Sample	AD03437-009	84	84.22301	Percent	1.33	9.76	8.43	04/05/18	disham		
Sample	AD03437-010	87	87.00234	Percent	1.33	9.87	8.76	04/05/18	disham		
Sample	AD03437-011	83	83.39141	Percent	1.34	9.95	8.52	04/05/18	disham		
Sample	AD03437-012	83	82.77100	Percent	1.33	15.26	12.87	04/05/18	disham		
Sample	AD03443-001	87	86.56403	Percent	1.33	15.62	13.70	04/05/18	disham		
Sample	AD03443-003	87	86.83801	Percent	1.32	14.16	12.47	04/05/18	disham		
Sample	AD03443-004	89	88.81988	Percent	1.34	14.22	12.78	04/05/18	disham		
Sample	AD03450-004	82	82.49027	Percent	1.32	11.60	9.80	04/05/18	disham		
Sample	AD03450-005	89	89.05473	Percent	1.33	11.38	10.28	04/05/18	disham		
Sample	AD03450-006	85	85.45781	Percent	1.36	12.50	10.88	04/05/18	disham		

* - Indicates Failed Rpd Criteria

Analysis Type: PH-S

8040431 0215

Batch Number: PH-S-1581

Units: pH

Calibration Curve Information

Qc Summary Results

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
DUP	AD03404-001	0	NA	20	12.39	NA	0.081	
LCS	LCS	4.4	75-125	NA	4.4	100	NA	

Analytical Method(s)

9040C/9045D

Sam #	Type	MB	Result	RL	Per Sol	Full PH Result	TEMP	Prep Date	Prep By	Anal Date	Anal By
CS	LCS		4.4		100	4.4	4.40			04/05/18	JMP
D03404-001	DUP		12		100	12.39	12.39			04/05/18	JMP
D03404-001	Sample		12		100	12.4	12.40			04/05/18	JMP
D03415-002	Sample		8.5		100	8.49	8.49			04/05/18	JMP
D03439-001	Sample		7.2		100	7.18	7.18			04/05/18	JMP
D03450-002	Sample		7.7		100	7.69	7.69			04/05/18	JMP
D03450-004	Sample		8.0		100	8.02	8.02			04/05/18	JMP
D03450-006	Sample		8.2		100	8.23	8.23			04/05/18	JMP

Jump
4/5/18

DW
4/9/18

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)
Na - Not Applicable

Rp - RPD failed specified criteria.
Nc - Not Checked ..either one or both values =ND

Batch Number: PAINT FILT-976

Units:

Qc Summary Results

Calibration Curve Information

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
DUP	AD03439-001	0	NA	NA	#Error	NA	NA	

Analytical Method(s)

EPA 9095B

Sam #	Type	MB	Result	RL	Per Sol	Full Pos/Neg Results	Prep Date	Prep By	Anal Date	Anal By
.D03439-001	DUP				100	0 NEG			04/05/18	JMP
.D03439-001	Sample				100	0 NEG			04/05/18	JMP
.D03450-002	Sample				100	0 NEG			04/05/18	JMP
.D03450-004	Sample				100	0 NEG			04/05/18	JMP
.D03450-006	Sample				100	0 NEG			04/05/18	JMP

JMP
4/5/18JW
4/2/18

MS/MSD/DUP Recovery

8040431 0217

Prep Batch: S-1141
Method: SW846 7.3

Sample ID: AD03439-001
Matrix: Soil

Qc Type: MS									MS/MSD/DUP			Non Spike		
Analyte	Amt	Limits		Dil	MS Conc	Sample Conc	% Rec	Flag	Batch	RunID	Analysis Date	Batch	RunID	Analysis Date
Cyanide (Reactive)	0.4	75-125		1	0.4019	0	100		20180406093	13	04/06/18 10:02	20180406093	15	04/06/18 10:07

Qc Type: MSD											MS/MSD/DUP			Non Spike		
Analyte	Amt	Limits		Rpd	Dil	MSD Conc	Sample Conc	% Rec	Rpd	Flag	Batch	RunID	Analysis Date	Batch	RunID	Analysis Date
Cyanide (Reactive)	0.4	75-125	20		1	0.41	0	102	2		20180406093	14	04/06/18 10:05	20180406093	15	04/06/18 10:07

LCS Recoveries

BatchRunID/RunID:→		201804060934-12										
QcBatchID:→		LCSS-1141										
Date/Time:→		04/06/18 10:00										
Analytical Method:→		SW846 7.3										
Matrix:→		Soil		Soil	Soil	Soil	Soil					
SW846 7.3												
Analyte	Amt	Limits	Amt	Limits	% Rec	Flags	% Rec	Flags	% Rec	Flags	% Rec	Flags
Cyanide (Rea	0.4	75-125			102							

(1) Recoveries

Calibration Summary:

8040431 0219

Instrument: DA1

Analysis Meth: SW846 7.3

Analyte	Batch ID	Run#	Qc Type	Recov	Spk Amt	Limit
Cyanide (Reactive)	20180406093	9	ICV	98	0.4	90-110
Cyanide (Reactive)	20180406093	20	CCV	104	0.4	90-110

Blank Summary

Instrument: DA1

Qc Type: Method Blank Summary

Prep Date: 4/6/18

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 09:58	MBS-1141	11	Cyanide (	ND	0.50

Qc Type: ICB Summary

Prep Date: NA

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 09:55	CCB	10	Cyanide (	ND	0.020

Qc Type: CCB Summary

Prep Date: NA

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 10:18	CCB	21	Cyanide (	ND	0.020

Summary

Prep Date: 4/6/18

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 09:58	MBS-1141	11	Cyanide (	ND	0.50

Prep Date: NA

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 09:55	CCB	10	Cyanide (	ND	0.020

Summary

Prep Date: 4/6/18

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 10:18	CCB	21	Cyanide (	ND	0.020

Prep Date: NA

Run Batch ID	Analysis Date/Time	Sample ID	Run#	Analyte	Conc	RL
20180406093	4/6/18 10:18	CCB	21	Cyanide (	ND	0.020

Analysis Type: RS

Batch Number: RS-1141

Units: mg/kg

Calibration Curve Information

Qc Summary Results

Qc Type	Qc Name	SpkAmt	Rec Lim	Rpd Lim	Raw Result	Recov	Rpd	Flags
CAL-01	CAL-01-04/06/18	18	90-110	NA	16.6315	105	NA	
LCS	LCS	400	75-125	NA	410.76875	103	NA	
MS	AD03439-001	400	75-125	NA	410.76875	103	NA	
MSD	AD03439-001	400	75-125	20	420.7875	105	2.4	

Analytical Method(s)

SW846 7.3

Sam #	Type	MB	Result	RL	Per Sol	Full Titr Vol	Iod Vol	DF	Sam Wt (g)	Scrb Vol (ml)	Prep Date	Prep By	Anal Date	Anal By
CAL-01-04/06/18	CAL-01		17		100	16.831	5.8	10	1	250	250			04/06/18 JMP
MB-1-04/06/18	MB	MB-1-04/06/18	ND	100	100	20.038	9.8	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
LCS	LCS	MB-1-04/06/18	410	100	100	410.77	5.9	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03439-001	MS	MB-1-04/06/18	410	100	82	410.77	5.9	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03439-001	MSD	MB-1-04/06/18	420	100	82	420.79	5.8	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03439-001	Sample	MB-1-04/06/18	ND	100	82	30.056	9.7	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03450-002	Sample	MB-1-04/06/18	ND	100	82	10.019	9.9	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03450-004	Sample	MB-1-04/06/18	ND	100	82	20.038	9.8	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03450-006	Sample	MB-1-04/06/18	ND	100	85	20.038	9.8	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP
AD03470-002	Sample	MB-1-04/06/18	ND	100	5.8	10.019	9.9	10	1	10	250	04/06/18 JMP	04/06/18 JMP	04/06/18 JMP

JMP
4/6/18JW
4/10/18

Flag Codes: Ra - Recovery failed specified criteria (PVS/LCS/MS/MSD/ICV/CAL)
Na - Not Applicable

Rp - RPD failed specified criteria.

Nc - Not Checked, either one or both values =ND

Miscellaneous Data

LEACHATE PREPARATION LOG
(TCCLP, SPCLP)

Start Date: 4/5/18 TIME: 16:16 Finish Date: 4/6/18

TCCLP Bt. Final pH: 4.87 (tolerance 4.80 ± 0.05)
 TCCLP Bt. Final pH: 4.70 (tolerance 2.80 ± 0.05)
 SPCLP Bt. Final pH: 4.70 (tolerance 4.50 ± 0.05)

Sample #	pH (units)	pH in HCL (units)	Final pH (units)	Bt. Final (number)	Vol. HCL of Sample (g or mL)	Start Time	Finish Time	Filter Time	Analyte (g)	Bt. Type	Comments
03439-001	10.60	1.94	5.69	BT 276282	100g/24	17:10	10:45	11:20	672	T	Method only
03394-008	9.27	1.91	5.43					11:20			
03450-002	9.66	1.85	5.78					11:30			
↓ -004	9.34	1.82	5.56					11:35			
↓ -006	9.18	1.81	5.26					11:35			
EC1 276282	4.89	-	5.00	✓	24			11:05		✓	
03471-001	-	-	9.55	SPCLP 25586	100g/24			11:15		✓	
03307-001	-	-	10.11					11:45		✓	Organics only
↓ -008	↓	↓	10.04		↓			11:45		✓	
SPCLP 275860	4.20	-	10.16	✓	24	✓	✓	11:05	✓	✓	Metals & Org.

EC Type: TCCLP = T (Method 1511) LAMP-1 (Method 1511 / ASBESTOS C-ROLL 1300-0000)
 SPCLP = P (Method 1512) LAMP-41 (Method 1520)
 204E = Z (Method 1511/1512)

- The pH of the extraction fluid must be checked prior to use and must be within limits specified above



Last Page of Report

UI - PAGES**UTILITY INTERFERENCES SECTION**

NOTICE

THE PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

UTILITY INTERFERENCES (UI) SECTION

DATED: June 08, 2018

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. "UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages UI-3 through UI-11).
 - B. Schedule U-1 (Page UI-13).
 - C. Schedule U-2 Con Edison (Pages UI-14 through UI-19), Verizon/ECS (Pages UI-20 through UI-24), Cablevision (Pages UI-25 through UI-26),
 - D. Schedule U-3 Page UI-27 (as per the Private Utilities reference document for UI SECTION called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), Test Pits (Pages UI-28 through UI-32) in this Section UI-Pages; and,
 - E. Utility drawings (5 Sheets) consisting of:
 - *Con Edison –Gas Mains and Service Plate (2 sheets)
 - *Con Edison –Conduit Plate (2 sheets)
 - * Verizon/ECS – Existing Facilities Plan (1 sheet)All Five (5) drawings are attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:
 - A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. UI Section informs the Contractor that the City has entered into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

1. Pre-engineering:

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. Means and methods for City work:

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking

them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. *Field inspection prior to construction:*

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.

5. Interference Agreement:

a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.

b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. City contract work to continue without Interference Agreement:

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

- a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
- b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
- c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
- d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.
- e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

7. Extra utility work with Interference Agreement:

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

- a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
- b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.
- d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its

proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

9. *Disputed utility work covered by an interference agreement:*

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

10. *Arbitration of utility work:*

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

- b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.
- c) The arbitration shall be conducted and concluded in two days.
- d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.
- f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either

party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are

third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CONSOLIDATED EDISON	O'NEIL A WRIGHT	212-460-3870
VERIZON	AUBREY MAKHANLALL	718-977-8165
CABLEVISION	AL CLARK	718-861-7382

SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON
HWPLZ004X
RECONSTRUCTION OF MORRISON AVENUE PLAZA

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA	10
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA	10
CET 300	SPECIAL CARE EXCAVATION AND BACKFILLING	CY	194
CET 330E-A.3	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .3)	LF	600
CET 330E-B.3	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .3)	LF	600
CET 400	TEST PITS FOR UTILITY FACILITIES	CY	40
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	CY	156
CET 402.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	LF	1,400
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	SF	300
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	40
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	100
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF	100
CET 601.2	INSTALL CONDUIT IN PAVED AREA (2 EA. 4" OR 5" CONDUIT - ALL TYPES)	LF	425
CET 601.4	INSTALL CONDUIT IN PAVED AREA (6 EA. 4" OR 5" CONDUIT - ALL TYPES)	LF	350
CET 636 EB SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (7" TO UNDER 14" WIDTH)	EA	1
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	CY	5
CET 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EA	1

SCHEDULE U-2
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON
HWPLZ004X
RECONSTRUCTION OF MORRISON AVENUE PLAZA

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	SF	240
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	LF	30

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ004X
RECONSTRUCTION OF MORRISON AVENUE PLAZA**

CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. and Harrod Pl. Morrison Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 108.1 = 10	
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA
	<i>At the following locations:</i> Westchester Ave. and Morrison Ave. Westchester Ave. Between Morrison Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 108.2 = 10	
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING	CY
	<i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total Quantity for CET 300 = 194	
CET 330E-A.3	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING (TYPE .3)	LF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Morrison Ave. Between Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 330E-A.3 = 600	
CET 330E-B.3	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/ SHEETING (TYPE .3)	LF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Morrison Ave. Between Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 330E-B.3 = 600	

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ004X
RECONSTRUCTION OF MORRISON AVENUE PLAZA

CET 400	TEST PITS FOR UTILITY FACILITIES	CY
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Morrison Ave. Between Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 400 = 40	
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	CY
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 401 = 156	
CET 402.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	LF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. Between Morrison Ave. and Harrod Pl. AS ENCOUNTERED, AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 402.1A = 1,400	
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	SF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Morrison Ave. Between Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 403 = 300	
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE 2)	CRHRS
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Morrison Ave. Between Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 450.2 = 40	

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ004X
RECONSTRUCTION OF MORRISON AVENUE PLAZA**

CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Morrison Ave. Between Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 450.3 = 100	
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 500 = 100	
CET 601.2	INSTALL CONDUIT IN PAVED AREA (2 EA. 4" OR 5" CONDUIT - ALL TYPES)	LF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. Westchester Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 601.2 = 425	
CET 601.4	INSTALL CONDUIT IN PAVED AREA (6 EA. 4" OR 5" CONDUIT - ALL TYPES)	LF
	<i>At the following locations:</i> Westchester Ave. Between Morrison Ave. and Harrod Pl. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 601.4 = 350	
CET 636 EB SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (7" TO UNDER 14" WIDTH)	EA
	<i>At the following locations:</i> Westchester Ave. and Morrison Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 636 EB SW = 1	

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ004X
RECONSTRUCTION OF MORRISON AVENUE PLAZA**

CET 636 RM REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE CY

At the following locations:

Westchester Ave. and Harrod Pl.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for CET 636 RM = 5

CET 781 REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS EA

At the following locations:

Westchester Ave. and Morrison Ave.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for CET 781 = 1

CET 802A SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS SF

At the following locations:

Westchester Ave. and Harrod Pl.

Westchester Ave. and Harrod Pl.

Morrison Ave. and Westchester Ave.

Morrison Ave. and Westchester Ave.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for CET 802A = 240

CET 802B SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS LF

At the following locations:

Westchester Ave. and Harrod Pl.

Westchester Ave. and Harrod Pl.

Morrison Ave. and Westchester Ave.

AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE

Total Quantity for CET 802B = 30

UTILITY INTERFERENCES (UI) SECTION WORKSHEET**HWPLZ004X****RECONSTRUCTION OF
MORRISON AVENUE PLAZA****MASTER CET LIST****ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE****FOR EMPIRE CITY SUBWAY****BOROUGH OF THE BRONX**

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	6.00
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	1.00
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	1.00
CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	1.00
CET 304A	FURNISH, DELIVER & INSTALL CONCRETE ROAD BASE	C.Y.	38.00
CET 304B	FURNISH, DELIVER & INSTALL CONCRETE SIDEWALK	C.Y.	2.00
CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS	25.00
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.	1.00
CET 400	TEST PITS	C.Y.	10.00
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	261.00
CET 402T.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	3580.00
CET 402T.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	804.00
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	100.00
CET 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	28.00
CET 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET	C.Y.	9.00
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	50.00
CET 601.4	INSTALL 6 EA. 4" OR 5" CONDUITS (ALL TYPES) IN PAVED AREA	L.F.	158.00
CET 636 EG RD	ADJUSTMENT OF UTILITY HARWARE IN ROADWAY (41" TO UNDER 75" WIDTH)	EA.	1.00
CET 636 MG	MODIFICATION OF METHODS TO ACCOMMODATION UTILITY STREET HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS (41" TO UNDER 75" WIDTH)	EA.	2.00
CET 638 NT	FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURE	C.Y.	7.00
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES	C.Y.	4.00

ECS/VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION
HWPLZ004X
RECONSTRUCTION OF
MORRISON AVENUE PLAZA
BOROUGH OF THE BRONX

CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	W/S MORRISON AVENUE S/O WESTCHESTER AVENUE	1
	S/S WESTCHESTER AVENUE E/O MORRISON AVENUE	3
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	2
	Total quantity for CET 108.1 =	6
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1
	Total quantity for CET 108.2 =	1
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	S/E/C WESTCHESTER AVENUE AND HARROD PLACE	1
	Total quantity for CET 108.3 =	1
CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	S/E/C WESTCHESTER AVENUE AND HARROD PLACE	1
	Total quantity for CET 225.1A =	1
CET 304A	FURNISH, DELIVER & INSTALL CONCRETE ROAD BASE	C.Y.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	38
	Total quantity for CET 304A =	38
CET 304B	FURNISH, DELIVER & INSTALL CONCRETE SIDEWALK	C.Y.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN HARROD PLACE AND METCALF AVENUE	2
	Total quantity for CET 304B =	2
CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	25
	Total quantity for CET 305 =	25

ECS/VERIZON CET SCOPE OF WORK

SUPPORT & PROTECTION

HWPLZ004X

RECONSTRUCTION OF

MORRISON AVENUE PLAZA

BOROUGH OF THE BRONX

CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1
	Total quantity for CET 350 =	1
CET 400	TEST PITS	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	10
	Total quantity for CET 400 =	10
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	233
	S/S WESTCHESTER AVENUE BETWEEN HARROD PLACE AND METCALF AVENUE (Sidewalk)	28
	Total quantity for CET 401 =	261
CET 402T.1A	EXISTING OCCUPIED CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	3030
	S/S WESTCHESTER AVENUE BETWEEN HARROD PLACE AND METCALF AVENUE (Sidewalk)	550
	Total quantity for CET 402T.1A =	3580
CET 402T.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	654
	S/S WESTCHESTER AVENUE BETWEEN HARROD PLACE AND METCALF AVENUE (Sidewalk)	150
	Total quantity for CET 402T.V1A =	804
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	100
	Total quantity for CET 403 =	100

ECS/VERIZON CET SCOPE OF WORK

SUPPORT & PROTECTION

HWPLZ004X

RECONSTRUCTION OF

MORRISON AVENUE PLAZA

BOROUGH OF THE BRONX

CET 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	28
	Total quantity for CET 405.1 =	28
CET 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET	C.Y.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	9
	Total quantity for CET 405.2 =	9
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	50
	Total quantity for CET 500 =	50
CET 601.4	INSTALL 6 EA. 4" OR 5" CONDUITS (ALL TYPES) IN PAVED AREA	L.F.
	At the following locations:	
	S/S WESTCHESTER AVENUE BETWEEN MORRISON AVENUE AND HARROD PLACE	158
	Total quantity for CET 601.4 =	158
CET 636 EG RD	ADJUSTMENT OF UTILITY HARWARE IN ROADWAY (41" TO UNDER 75" WIDTH)	EA.
	At the following locations:	
	S/S WESTCHESTER AVENUE E/O MORRISON AVENUE	1
	Total quantity for CET 636 EG RD =	1
CET 636 MG	MODIFICATION OF METHODS TO ACCOMMODATION UTILITY STREET HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS (41" TO UNDER 75" WIDTH)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	2
	Total quantity for CET 636 MG =	2
CET 638 NT	FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURE	C.Y.
	At the following locations:	
	S/S WESTCHESTER AVENUE E/O MORRISON AVENUE	7
	Total quantity for CET 638 NT =	7

CABLEVISION

For Information Only

JUNE 2017

HWPLZ004X

Borough of Brooklyn

Schedule UI: Scope of Work for CET Items

CET ITEM	UNITS	TOTAL	DESCRIPTION
CET 350	LS	1	OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES

ECS/VERIZON CET SCOPE OF WORK

SUPPORT & PROTECTION

HWPLZ004X

RECONSTRUCTION OF

MORRISON AVENUE PLAZA

BOROUGH OF THE BRONX

CET 638 R

BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES

C.Y.

At the following locations:

S/S WESTCHESTER AVENUE E/O MORRISON AVENUE

4

Total quantity for

CET 638 R

=

4

CABLEVISION

For Information Only

JUNE 2017

HWPLZ004X

Borough of The Bronx

Schedule UI: Scope of Work for CET Items

CET 350

**OVERHEAD ACCOMMODATION PROTECTION OF OVERHEAD
FACILITIES, POLES AND APPURTENANCES**

@ THE FOLLOWING LOCATIONS

AS ENCOUNTERED AND DIRECTED BY THE CABLEVISION FIELD REPRESENTATIVE

QTY(LS)

1

CET 350

TOTAL

1

SCHEDULE U-3

(NO TEXT IN THIS SECTION)

TEST PITS

- (1) **THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.**
- (2) **DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.**
- (3) **RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.**

(NO TEXT IN THIS SECTION)



Test Pit Form

TEST PIT # 1PROJECT: HW PL 2004 EXCAVATED BY: StephanLOCATION: 7 E/W Burlington Line of Madison Ave UO: _____

TEST PIT DIMENSIONS
 L 10 W 5 D 5 MIN DEPTH _____
 DATE OF EXCAVATION: 10-20-17
 CONTRACT SHT _____ PLATE # _____

LOC. EXISTING FACILITIES

- ☐ ELECTRIC DUCTS: _____
- ☐ GAS SIZE: _____
- ☐ TEL SIZE: _____
- ☐ WATER SIZE: _____
- ☐ SEWER SIZE: _____
- ☐ TROLLEY TRACK: _____
- ☐ CATV _____ ☐ OTHER _____
- ☐ Subway Roof ☐ Photo Required _____

FACILITIES TO BE INSTALLED

- ☐ WATER SIZE: _____ ☐ WATER SIZE: _____
- ☐ SEWER SIZE: _____ ☐ SEWER SIZE: _____
- ☐ CATCH BASIN TYPE: _____
- ☐ CHUTE CONNECTION
- ☐ HYDRANT CONNECTION
- ☐ SEEPAGE BASIN ☐ OTHER _____

PAVEMENT DEPTHS

SURFACE: 0 BASE: 4
 CURB REVEAL: 0

ENVIRONMENTAL CONCERN

SUB-SOIL CONDITION

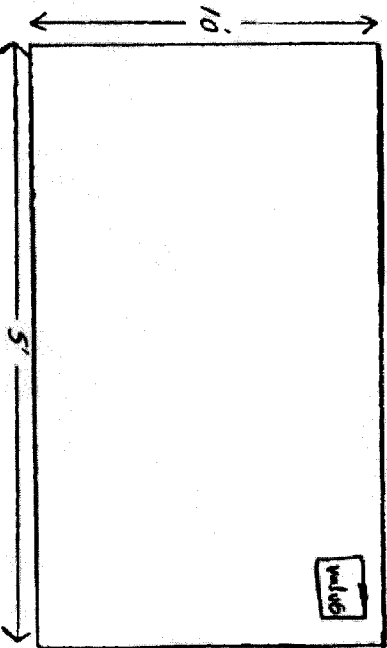
(ANY SIGN OF CONTAMINATION/HAZARD)

☐ YES ☐ NO

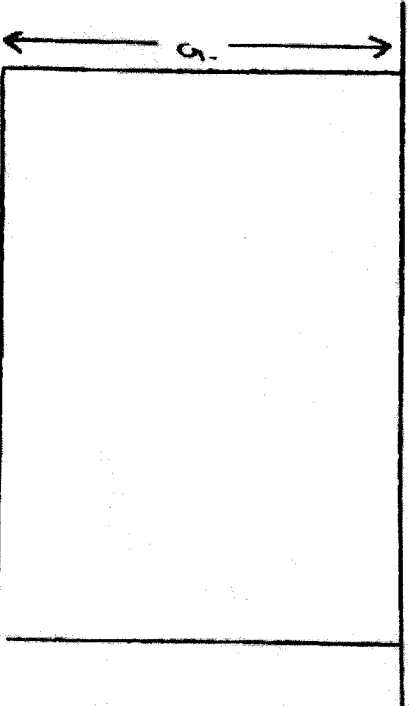
C.R./INSPECTOR Robert Smith
 C.C.I. _____

LOOKING North

• INDICATE TYPE OF COATING (IF ANY) ON GAS MAIN
 • ALL MEASUREMENTS SHALL BE FACE TO FACE AND OFF A FIXED POINT (BL. CL.)



PLAN IF PROBLEMS ARE ENCOUNTERED CALL: _____





Test Pit Form

TEST PIT # 2

PROJECT:

HRD 2004

EXCAVATED BY:

Stephens

LOCATION:

10 W/E Building Line Herd Pl

LO:

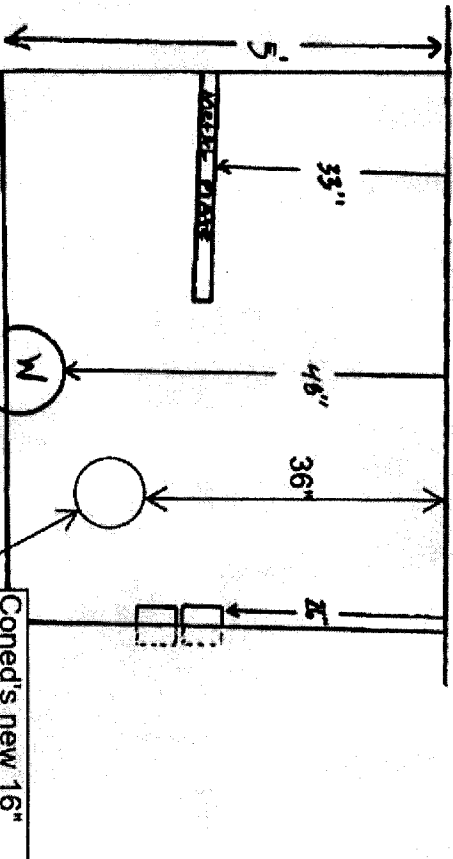
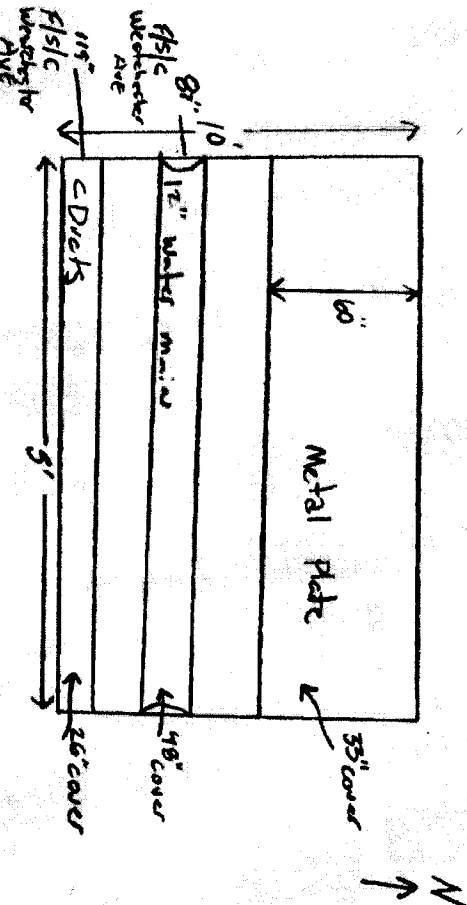
TEST PIT DIMENSIONS

L 10 W 5 D 5 MIN DEPTHDATE OF EXCAVATION: 10-20-17CONTRACT SHT PLATE #

LOC. EXISTING FACILITIES

- ☐ ELECTRIC DUCTS: _____
- ☐ GAS SIZE: _____
- ☐ TEL SIZE: _____
- ☐ WATER SIZE: _____
- ☐ SEWER SIZE: _____
- ☐ TROLLEY TRACK: _____
- ☐ CATV ☐ OTHER _____
- ☐ Subway Roof ☐ Photo Required

PLAN IF PROBLEMS ARE ENCOUNTERED CALL: _____



LOOKING

East

Coned's new 16" gas location

PROFILE

- INDICATE TYPE OF COATING (IF ANY) ON GAS MAIN
- ALL MEASUREMENTS SHALL BE FACE TO FACE AND OFF A FIXED POINT (BL, CL)

FACILITIES TO BE INSTALLED

- ☐ WATER SIZE: _____ ☐ WATER SIZE: _____
- ☐ SEWER SIZE: _____ ☐ SEWER SIZE: _____
- ☐ CATCH BASIN TYPE: _____
- ☐ CHUTE CONNECTION
- ☐ HYDRANT CONNECTION
- ☐ SEEPAGE BASIN ☐ OTHER _____

PAVEMENT DEPTHS

SURFACE 0 BASE: 5"CURB REVEAL: 0

ENVIRONMENTAL CONCERN

SUB-SOIL CONDITION

(ANY SIGN OF CONTAMINATION/HAZARD)

☐ YES ☐ NOC.R./INSPECTOR Bobt Sus Jr

C.C.I. _____



JOB NO.: HWPLZ004X
JOB: RESTORATION OF MORRISON AVE.
PLAZA, BOROUGH OF BRONX

TEST PIT #: 1
TP DATE: 06/27/2016
INSPECTOR: W.I.

LOCATION: EAST SIDE WESTCHESTER AVENUE 45' SOUTH OF MORRISON AVENUE

PURPOSE: LOCATE EXISTING UNDERGROUND TELEPHONE FACILITIES

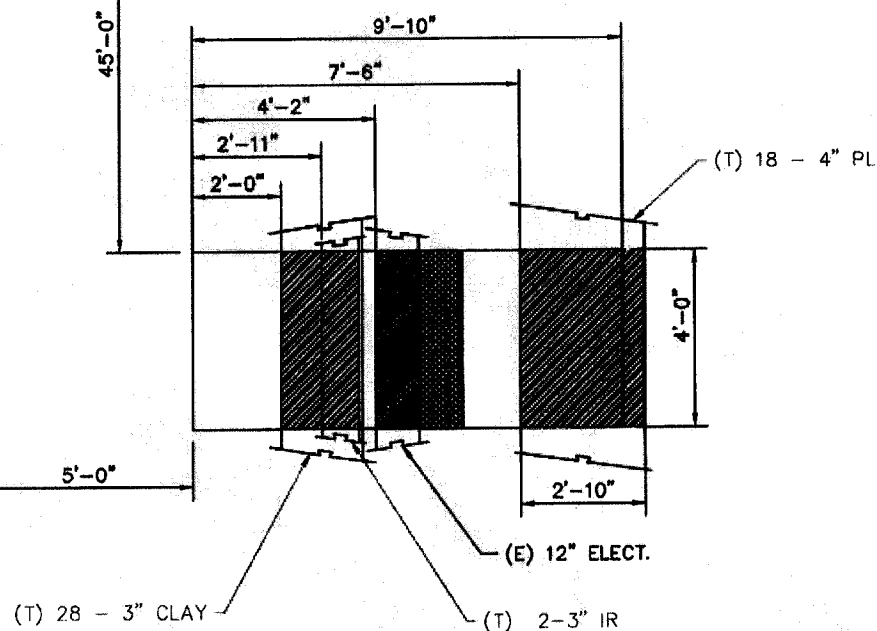
DIMENSION: 9'-10"x4'-0"x4'-3"

VOLUME: 6.19 C.Y.

SHEET NO. 1 OF 2

MORRISON AVENUE

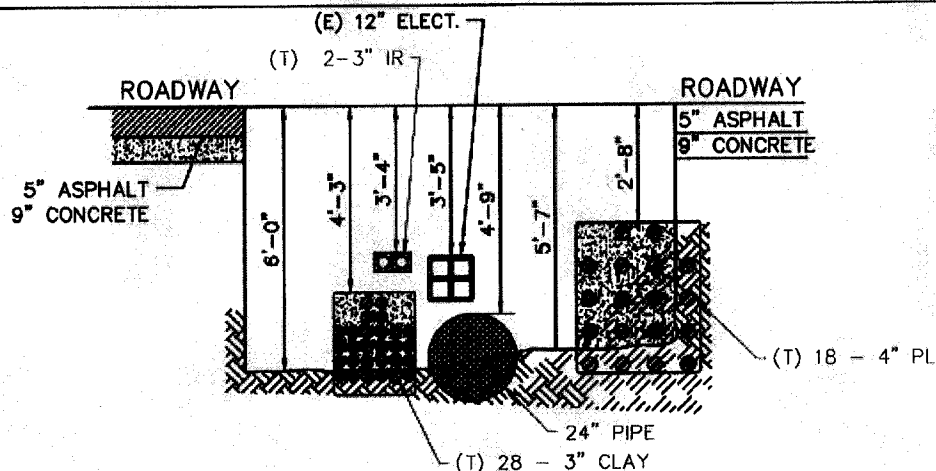
WESTCHESTER AVENUE



PLAN

NOTE:

1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.



SECTION LOOKING WEST



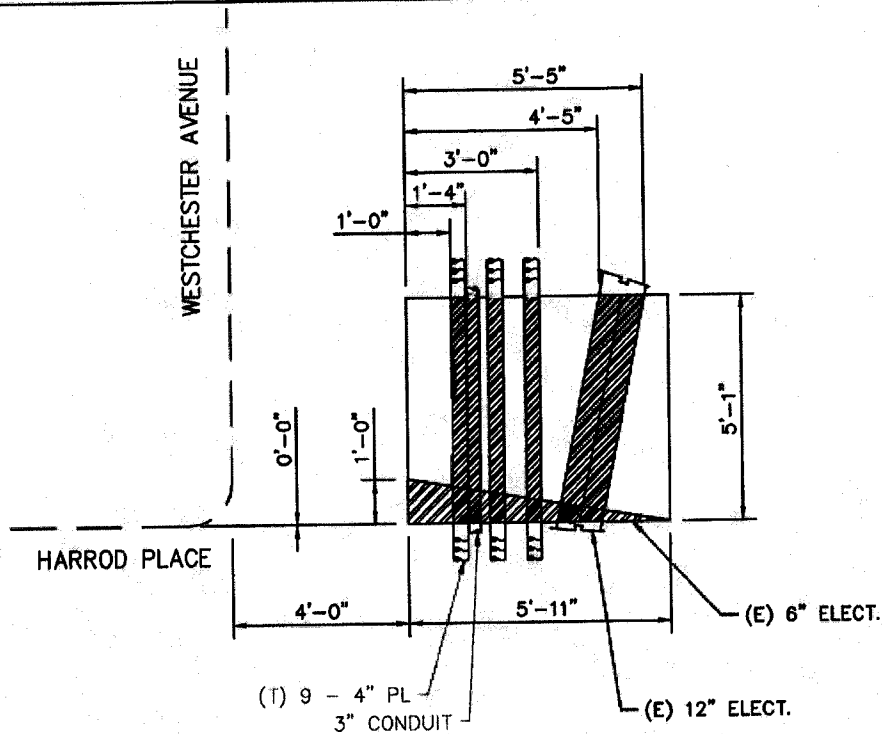
JOB NO.: HWPLZ004X
JOB: RESTORATION OF MORRISON AVE.
PLAZA, BOROUGH OF BRONX

TEST PIT #: 2
TP DATE: 06/27/2017
INSPECTOR: W.I.

LOCATION: SOUTHWEST CORNER OF WESTCHESTER AVENUE & HARROD PLACE

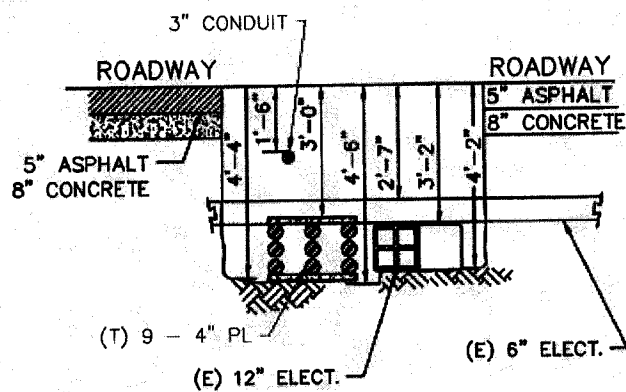
PURPOSE: LOCATE EXISTING UNDERGROUND TELEPHONE FACILITIES

DIMENSION: 5'-11"x5'-1"x3'-6" VOLUME: 3.90 C.Y. SHEET NO. 2 OF 2



PLAN

NOTE:
1. ALL DRAWINGS SHOWING UTILITY
SUPPORT AND PROTECT WORK ARE
FOR REFERENCE ONLY.



SECTION LOOKING NORTHEAST

END OF UI-PAGES

**THE UI-PAGES CONSIST OF THIRTY THREE (33) PAGES AND
FIVE (5) SHEETS OF PRIVATE UTILITY DRAWINGS ARE ATTACHED TO
THE CONTRACT PLANS**



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWPLZ004X

**RECONSTRUCTION OF
MORRISON AVENUE PLAZA**

**BOUNDED BY MORRISON AVENUE,
WESTCHESTER AVENUE AND HARROD PLACE**

INCLUDING SEWER, WATER MAIN, STREET LIGHTING, AND TRAFFIC WORK

**Together With All Work Incidental Thereto
BOROUGH OF THE BRONX
CITY OF NEW YORK**

Contractor

Dated _____, 20____
