



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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ009 M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

**WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE**

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
RBA GROUP



FEBRUARY 28, 2013

13-062



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

RAMON RODRIGUEZ
Acting Agency Chief
Contracting Officer

June 02, 2014

CERTIFIED MAIL - RETURN RECEIPT REQUEST

TROCOM CONSTRUCTION CORP

46-27 54th Road

Maspeth, NY 11378

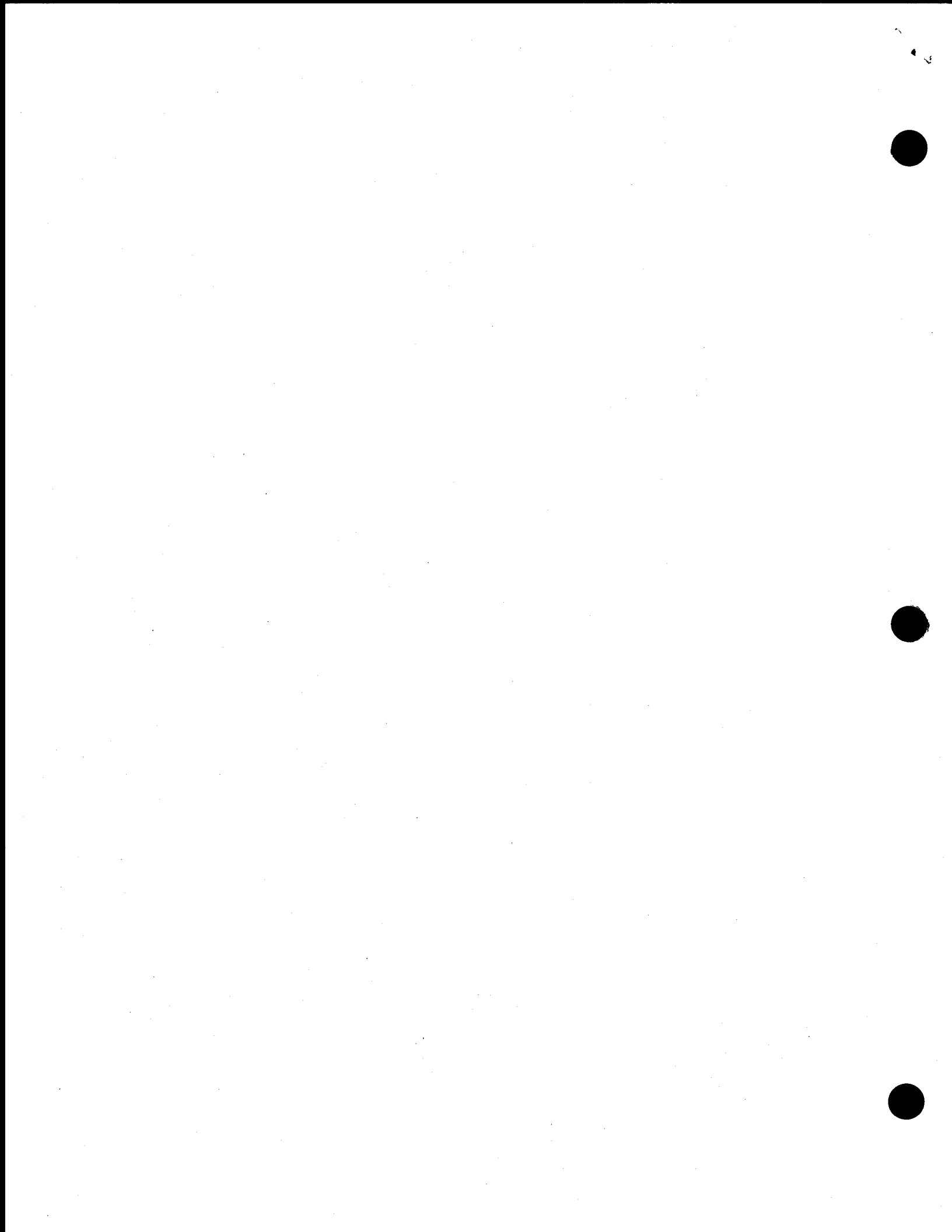
RE: FMS ID: HWPLZ009M
E-PIN: 85013B0117001
DDC PIN: 8502013HW0036C
RECONSTRUCTION OF PLAZA DE LAS
AMERICAS WEST 175TH STREET BETWEEN
BROAWAY AND WADSWORTH AVENUE -
BOROUGH OF MANHATTAN
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$2,989,228.01 submitted at the bid opening on September 17, 2013. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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







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

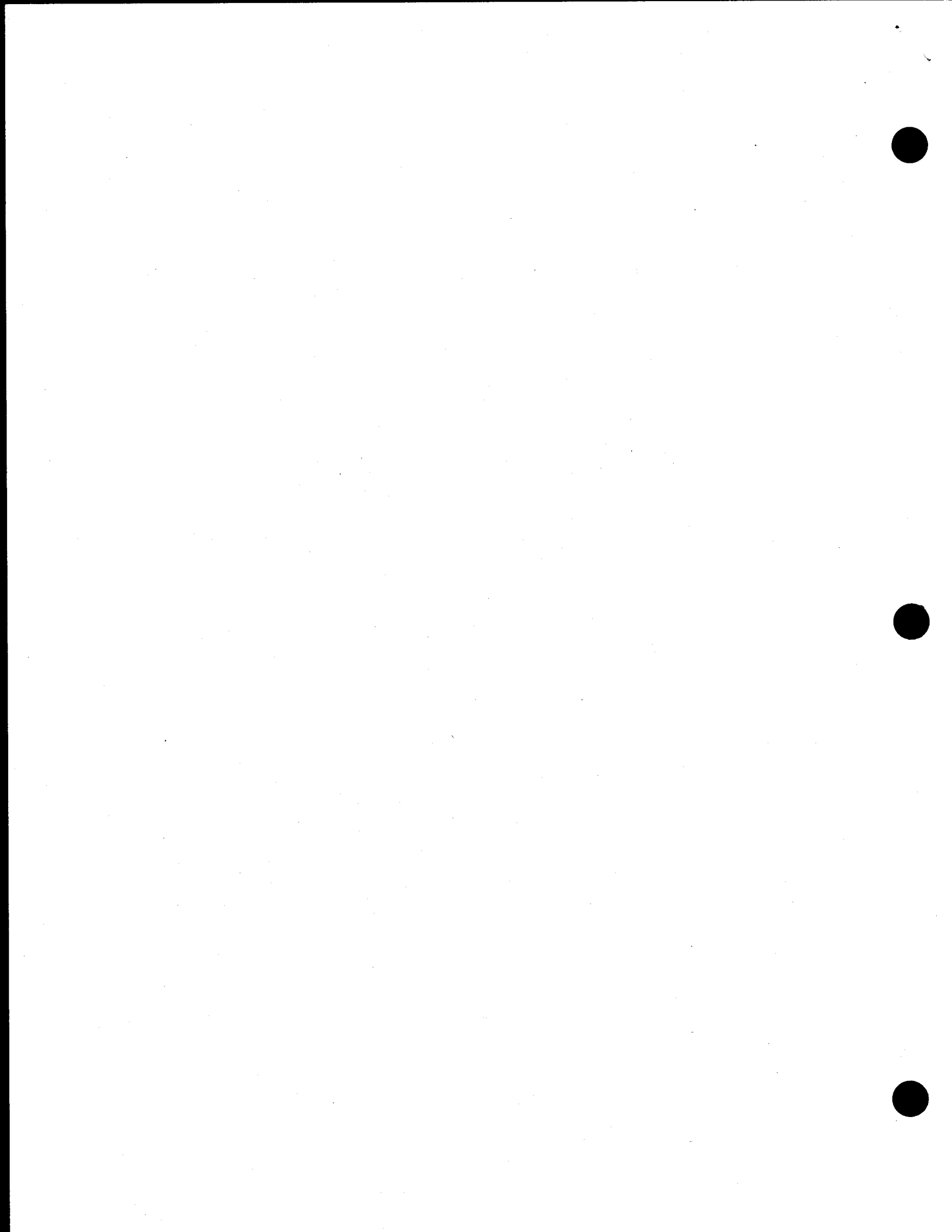
Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will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

Sincerely,

Soraini Holley for R. R.

Acting Agency Chief
Contracting Officer





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: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

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

Name of Bidder: Trocom Construction Corp

Date of Bid Opening: 9-10-13

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

Place of Business of Bidder: 46-27 54 Road, Massena NY 11378

Bidder's Telephone Number: 718 937 2000 Fax Number: 718 784 2824

Bidder's E-Mail Address: ASANTORO@TROCOMCONSTRUCTION.COM

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of New York

Name and Home Address of President: Joseph Trovato

333 Carnation Drive, Farmingdale NY 11735

Name and Home Address of Secretary: Same

Name and Home Address of Treasurer: Same

BID FORM
Trojan Construction Corp

The above-named Bidder affirms and declares:

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

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

BID FORM
Trocon Construction Corp

PROJECT ID. HWPLZ009M

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)

~~\$ 3,037,068~~⁰¹
2,989,228⁰¹

9/17/13 P.S.

Ⓜ
9/17/13

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: *Trocon Construction Corp*

By: *[Signature]*
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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



BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Queens ss:

ANTHONY J. SANTORO being duly sworn says:
I am the J. President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at Flaten Island.
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
9 day of Sept, 2012



AFFIRMATION

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

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

Trocom Construction Corp.
46-27 54th Rd.
Maspeth, NY 11378

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

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

C - Corporation
EMPLOYER IDENTIFICATION NUMBER

112203562

By: _____
Signature
Title: Vice President

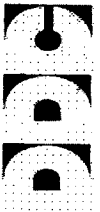
If a corporation, place seal here

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

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

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Ver 5.00.01



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

Contract PIN 8502013HW0036C
Project ID HWPLZ009M

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 - 57

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BID PAGES



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

Contract PIN 8502013HW0036C
Project ID HWPLZ009M

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 AF-R (001)	2,758.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	\$ 26	00	\$ 71,708	00
4.02 CB (002)	190.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ 150	00	\$ 28,500	00
4.04 H (003)	167.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 225	00	\$ 37,575	00
4.05 EAC (004)	560.0 S.F.	7" THICK EXPOSED AGGREGATE REINFORCED CONCRETE PAVEMENT	\$ 18	00	\$ 10,080	00

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			DOLLARS	CTS	
4.06 (005)	24.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$ 1000	00	\$ 24,000 00
4.09 AD (006)	465.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$ 42	00	\$ 19,530 00
4.09 BD (007)	100.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	\$ 42	00	\$ 4,200 00
4.09 CD (008)	131.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$ 62	00	\$ 8,122 00



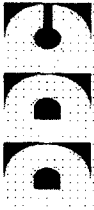
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
4.11 AA (009)	307.0 C.Y.	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	\$ 50	00	\$ 15,350	00
4.11 CA (010)	31.0 C.Y.	FILL, PLACE MEASUREMENT	\$ 30	00	\$ 930	00
4.13 AAS (011)	2,888.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 8	00	\$ 23,104	00
4.13 BAS (012)	6,392.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 8	00	\$ 54,332	00

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			DOLLARS	CTS	DOLLARS	CTS
4.13 DE (013)	110.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	30	00	3300	00
4.14 (014)	2,300.0 LBS.	STEEL REINFORCEMENT BARS	3	00	6900	00
4.15 B (015)	186.0 C.Y.	PLANTING SOIL FOR SILVA CELLS	75	00	13,950	00
4.15 SC (016)	4,010.0 C.F.	SILVA CELLS	21	00	84,210	00
					89,210	00
					5/17/13	



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			DOLLARS	CTS	DOLLARS	CTS
4.16 AA (017)	2.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ 200	00	\$ 400	00
4.16 EA606 (018)	14.0 EACH	TREES PLANTED, 4" TO 4-1/2" CALIPER, ALL TYPES, IN 6' X 6' TREE PITS	\$ 1000	00	\$ 14,000	00
4.18 A (019)	2.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ 300	91	\$ 600	91
4.18 B (020)	1.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ 350	00	\$ 350	00

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			DOLLARS	CTS	DOLLARS	CTS
4.21 (021)	600.0 P/HR	TREE CONSULTANT	\$ 85	00	\$ 51,000	00
51.23RF (022)	3.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 900	00	\$ 2700	00
51.41S001 (023)	3.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 6500	00	\$ 19,500	00
51.42BIW (024)	2.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ 1400	00	\$ 2800	00



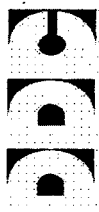
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			DOLLARS	CTS	DOLLARS	CTS
52.11D12 (025)	165.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 250	00	\$ 41,250	00
55.11AB (026)	1.0 EACH	ABANDONING BASINS AND INLETS	\$ 500	00	\$ 500	00
6.02 AAN (027)	2,592.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 50	00	\$ 129,600	00
6.02 XHEC (028)	60.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$ 20	00	\$ 1,200	00

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			DOLLARS	CTS	DOLLARS	CTS
6.02 XSCW (029)	635.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 15	60	\$ 9525	02
6.23 AB (030)	1.0 EACH	REMOVE EXISTING FIRE ALARM POST	\$ 200	00	\$ 200	00
6.23 BA (031)	1.0 EACH	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	\$ 1200	00	\$ 1200	00
6.23 BD (032)	80.0 L.F.	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	\$ 12	00	\$ 960	00

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			DOLLARS	CTS	DOLLARS	CTS
6.23 BFC (033)	1.0 EACH	FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	\$ 1000	00	\$ 1000	00
6.23 BGS (034)	15.0 I.F.	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	\$ 15	00	\$ 225	00
6.23 BH (035)	1.0 EACH	FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	\$ 185	00	\$ 185	00
6.23 BP (036)	1.0 SETS	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	\$ 300	00	\$ 300	00

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			DOLLARS	CTS	DOLLARS	CTS
6.25 RS (037)	628.0 S.F.	TEMPORARY SIGNS	\$ 6	00	\$ 3768	00
6.26 (038)	1,215.0 L.F.	TIMBER CURB	\$ 8	00	\$ 9720	00
6.28 AA (039)	1,136.0 L.F.	LIGHTED TIMBER BARRICADES	\$ 9	00	\$ 10,224	00
					7,277.00	00
				9/17/13		
6.36 DR (040)	4.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ 500	00	\$ 2000	00



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			DOLLARS	CTS	DOLLARS	CTS
6.40 B (041)	18.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ 6200	00	\$ 111,600	00
6.43 (042)	748.0 SETS	PHOTOGRAPHS	\$ 18	00	\$ 13,464	00
6.44 (043)	5,198.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 1	30	\$ 6757	40
6.47 PCA (044)	14,813.0 S.F.	FURNISH AND INSTALL PERMEABLE CONCRETE PAVERS ON STONE BASE	\$ 16	00	\$ 237,008	00



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			DOLLARS	CTS	DOLLARS	CTS
6.49 (045)	110.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	3	00	330	00
6.50 (046)	4.0 EACH	CLEANING OF DRAINAGE STRUCTURES	500	00	2,000	00
6.52 (047)	1,250.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	48	00	60,000	00
6.53 (048)	5,198.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	1	00	5,198	00

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			DOLLARS	CTS	
6.82 A (053)	28.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	1	00	28 00
6.82 B (054)	119.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	1	00	119 00
6.83 AA (055)	19.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	25	00	475 00
6.83 AB (056)	146.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	10	00	1460 00



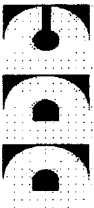
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			DOLLARS	CFS	DOLLARS	CFS
6.83 AR (057)	47.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$ 30	¢	\$ 1410	¢
6.83 BA (058)	66.0 S.F.	INSTALLING TRAFFIC SIGNS	\$ 10	¢	\$ 660	¢
6.83 BB (059)	146.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$ 10	¢	\$ 1460	¢
6.84 B (060)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 8,500.00	\$ 8,500.00		\$ 8,500.00	

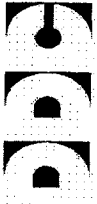
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			DOLLARS	CTS	DOLLARS	CTS
6.86 AA (061)	4.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$ 100	00	\$ 400	00
6.86 BA (062)	4.0 S.F.	INSTALLING STREET NAME SIGNS	\$ 20	00	\$ 80	00
6.87 (063)	800.0 EACH	PLASTIC BARRELS	\$ 6	00	\$ 4800	00
6.91 (064)	4,108.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ 2	50	\$ 10,270	00



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			DOLLARS	CTS	DOLLARS	CTS
6.99 (065)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ 8000	00	\$ 8,000	00
60.11R520 (066)	707.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ 237	00	\$ 167,519	00
60.11R606 (067)	107.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 45	00	\$ 4,815	00
60.11R612 (068)	890.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ 120	00	\$ 106,800	00

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			DOLLARS	CTS	DOLLARS	CTS
60.12D06 (069)	127.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	100		12,700	
60.12D12 (070)	991.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	105		104,055	
60.12D20 (071)	735.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	130		95,550	
60.13M0A24 (072)	21.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	8200		172,200	



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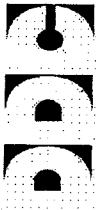
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			DOLLARS	CTS	DOLLARS	CTS
61.11DMM06 (073)	6.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1875		\$ 11,910	
61.11DMM12 (074)	7.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 4000		\$ 28,000	
61.11DMM20 (075)	2.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 18,750		\$ 37,500	
61.11TWC03 (076)	1.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 750		\$ 750	

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			DOLLARS	CTS	DOLLARS	CTS
61.11TWC04 (077)	1.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 850	00	\$ 850	00
61.11TWC06 (078)	1.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1000	00	\$ 1000	00
61.12DMM06 (079)	6.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 300	00	\$ 1800	00
61.12DMM12 (080)	7.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1000	00	\$ 7000	00



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			DOLLARS	CTS	DOLLARS	CTS
61.12DM20 (081)	2.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 3000	00	\$ 6000	00
61.12TWC03 (082)	1.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 200	00	\$ 200	00
61.12TWC04 (083)	1.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 250	00	\$ 250	00
61.12TWC06 (084)	1.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 300	00	\$ 300	00

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			DOLLARS	CTS	DOLLARS	CTS
62.11SD (085)	6.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 4200	00	\$ 25,200	00
62.12SG (086)	6.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1500	00	\$ 9000	00
62.13RH (087)	5.0 EACH	REMOVING HYDRANTS	\$ 200	00	\$ 1000	00
62.14FS (088)	12.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ 300	00	\$ 3600	00



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			DOLLARS	CTS	DOLLARS	CTS
63.11VC (089)	11.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	2300	00	25,300	00
			2250	00	22500	00
			Ⓟ	9/17/13		
64.11EL (090)	3.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	300	00	900	00
64.11ST (091)	3.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	250	00	750	00
64.12COEG (092)	55.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	80	00	4400	00

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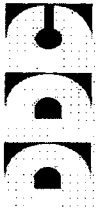
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			DOLLARS	CTS	DOLLARS	CTS
64.12COLT (093)	55.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 60	00	\$ 3300	00
64.12SEGE (094)	75.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 80	00	\$ 6000	00
64.12ESLT (095)	55.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 60	00	\$ 3300	00
64.13WC12 (096)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2000	00	\$ 12,000	00



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			DOLLARS	CTS	DOLLARS	CTS
65.11BR (097)	300.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 10	02	\$ 3,000	00
65.21PS (098)	1,862.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$ 0	50	\$ 931	00
65.31FF (099)	5,625.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$ 0	10	\$ 562	50
65.71SG (100)	202.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 42	00	\$ 8484	00

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			DOLLARS	CTS	DOLLARS	CTS
7.07 RB (101)	2.0 EACH	RETRACTABLE BOLLARD	\$ 3500	00	\$ 7,000	00
7.12 A (102)	4.0 EACH	PROCTOR ANALYSIS	\$ 300	00	\$ 1200	00
7.12 B (103)	16.0 EACH	IN-PLACE SOIL DENSITY TEST	\$ 300	00	\$ 4800	00
7.13 B (104)	12.0 MONTH	MAINTENANCE OF SITE	\$ 9600	00	\$ 115,200	00
		Unit price bid shall not be less than: \$ 8,600.00				



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			DOLLARS	CTS	DOLLARS	CTS
7.18 CM (105)	40.0 C.Y.	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	\$ 150	00	\$ 6000	00
7.36 (106)	3,300.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 5	00	\$ 16,500	00
7.50 BDFC (107)	50.0 EACH	BISTRO DURAFLOX FOLDING CHAIR	\$ 100	00	\$ 5000	00
7.50 BRFT24 (108)	20.0 EACH	BISTRO 24" ROUND FOLDING TABLE	\$ 185	00	\$ 3700	00



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			DOLLARS	CTS	DOLLARS	CTS
7.50 ST (109)	4.0 EACH	STEEL BENCH BACKED	\$ 2600	00	\$ 10,400	00
7.50 STB (110)	8.0 EACH	STEEL BENCH BACKLESS	\$ 2400	00	\$ 19,200	00
7.54 BTD12 (111)	22.0 L.F.	BRONZE TRENCH DRAIN GRATE AND FRAME, 12 INCH WIDTH	\$ 650	00	\$ 14,300	00
7.57 DGR (112)	20.0 L.F.	DRILLING AND GROUTING REINFORCING BARS	\$ 100	00	\$ 2,000	00



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			DOLLARS	CTS	DOLLARS	CTS
7.88 AA (113)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 500.00	\$ 500	00	\$ 500	00
7.88 AB (114)	16.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$ 60	00	\$ 960	00
7.88 AC (115)	16.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ 9	25	\$ 148	00
7.88 AD (116)	27.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ 65	00	\$ 1755	00

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			DOLLARS	CTS	DOLLARS	CTS
70.61RE (117)	700.0 C.Y.	ROCK EXCAVATION	50	00	\$ 35,000	00
70.61RR (118)	53.0 C.Y.	ROCK EXCAVATION WITHIN RAILROAD INFLUENCE AS PER RAILROAD GUIDELINES	50	00	\$ 2650	00
70.81CB (119)	517.0 C.Y.	CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	15	00	\$ 7755	00
70.91SW12 (120)	2,740.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	0	00	\$ 27	00



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			DOLLARS	CTS	DOLLARS	CTS
70.91SW20 (121)	10,000.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ 0	01	\$ 100	01
72.11HF (122)	10.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ 150	00	\$ 1500	00
73.11AB (123)	2.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 125	00
73.21AC (124)	2.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 125	00



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			DOLLARS	CTS	DOLLARS	CTS
73.31AE0 (125)	2.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ 20	00	\$ 40	00
73.41AG (126)	2.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 30	00
73.51AS (127)	220.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ 1	00	\$ 220	00
8.01 C1 (128)	1,000.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ 1	00	\$ 1000	00



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			DOLLARS	CTS	DOLLARS	CTS
8.01 C2 (129)	2.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$ 2000	00	\$ 4,000	00
8.01 H (130)	1.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$ 200	00	\$ 200	00
8.01 S (131)	1.0 L.S.	HEALTH AND SAFETY	\$ 12,000	00	\$ 12,000	00
8.01 W1 (132)	7.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$ 1	00	\$ 7	00

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			DOLLARS	CTS	DOLLARS	CTS
8.01 W2 (133)	1.0 SETS	SAMPLING AND TESTING OF WATER	\$ 1600	00	\$ 1600	00
8.02 A (134)	789.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ 2	00	\$ 1578	00
8.02 B (135)	40.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ 2	00	\$ 80	00
8.06 (136)	500.0 S.F.	SHEET MEMBRANE WATERPROOFING	\$ 20	00	\$ 10,000	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
8.15 A (137)	1.0 EACH	DRINKING FOUNTAIN	\$ 8500	00	\$ 8500	00
9.04 HW (138)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 5,000.00	\$ 5,000.00		\$ 5,000.00	
9.13 HD (139)	110.0 L.F.	6" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ 20	00	\$ 2200	00
9.13 HD12 (140)	5.0 L.F.	12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ 50	00	\$ 250	00

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Contract PIN 8502013HW0036C
Project ID HWPLZ009M

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
9.13 HD8 (141)	44.0 L.F.	8" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ 50	00	\$ 2200	00
9.13 HDP (142)	420.0 L.F.	6" PERFORATED HIGH-DENSITY POLYETHYLENE UNDERDRAIN PIPE	\$ 20	00	\$ 8400	00
9.60 UTC (143)	1.0 EACH	UTILITY STORAGE COLUMN	\$ 249,000 164,000	00	\$ 249,000 164,000	00
9.99 M (144)	6.0 MONTH	FLASHING ARROW BOARD	\$ 1000	00	\$ 6000	00



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			DOLLARS	CTS	DOLLARS	CTS
BMP-GI-7.17G (145)	86.0 C.Y.	OPEN-GRADED STONE BASE	\$ 40	00	\$ 3440	00
E 260519 D (146)	954.0 L.F.	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	\$ 3	10	\$ 2957	40
E 260533 AC (147)	318.0 L.F.	METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	\$ 35	00	\$ 11320	00
E 260533 D (148)	1.0 EACH	HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	\$ 2000	00	\$ 2000	00



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			DOLLARS	CTS	DOLLARS	CTS
E 262726 A (149)	4.0 EACH	GFCI RECEPTACLE (DUPEX)	\$ 475	00	\$ 1900	00
NYC-655.01010011 (150)	14.0 EACH	PAVER-GRADE SUSPENSION SYSTEM	\$ 3500	00	\$ 49,000	00
PK-124C7 (151)	1.0 EACH	CATCH BASIN (DPR TYPE C-7)	\$ 2,500	00	\$ 2,500	00
PK-12A (152)	1.0 EACH	WATER TAP. 1" DIAMETER	\$ 3200	00	\$ 3200	00

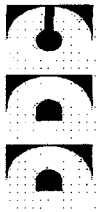


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			DOLLARS	CTS	DOLLARS	CTS
PK-13D (153)	194.0 I.F.	TYPE K COPPER TUBING, 1" DIAMETER	\$ 42	00	\$ 8,148	00
PK-143-1A (154)	1.0 EACH	RPZ & WATER METER WITH REMOTE - 1" DIA.	\$ 20,000	00	\$ 20,000	00
PK-14C1 (155)	1.0 EACH	CURB VALVE - 1" DIAMETER	\$ 600	00	\$ 600	00
PK-166 (156)	4.0 EACH	PLUG VALVE - 1" DIA.	\$ 250	00	\$ 1,000	00



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			DOLLARS	CTS	DOLLARS	CTS
PK-17 (157)	2.0 EACH	CAST IRON VALVE BOX, 5-1/4" DIAMETER	\$ 400	00	\$ 800	00
PK-184-1W (158)	1.0 EACH	WALL HYDRANT - 1" DIAMETER	\$ 2200	00	\$ 2200	00
SL-20.02.02 (159)	4.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ 1600	00	\$ 6400	00
SL-20.02.18 (160)	2.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DRAWING J-3788A FOR INSTALLING TYPE 30' DAVIT LAMPOST.	\$ 1800	00	\$ 3600	00



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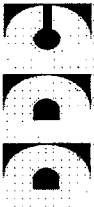
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			DOLLARS	CTS	DOLLARS	CTS
SL-20.08.01 (161)	2.0 EACH	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	\$ 500	00	\$ 1,000	00
SL-21.03.25 (162)	4.0 EACH	FURNISH AND INSTALL TYPE 2T, 4T, 6T, 8T OR 12T FABRICATED STEEL DAVIT LAMPPOST WITH TRANSFORMER BASE AS PER DWG J-5309.	\$ 2,500	00	\$ 10,000	00
SL-21.03.28 (163)	4.0 EACH	FURNISH AND INSTALL TYPE 4S FABRICATED STEEL DAVIT LAMPPOST WITH TRANSFORMER BASE AS PER STD. DWG-J5308	\$ 1,400	00	\$ 5,600	00
SL-21.09.05 (164)	2.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$ 350	00	\$ 700	00

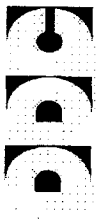
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			DOLLARS	CTS	DOLLARS	CTS
SL-21.09.08 (165)	2.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE (S), SHAFT EXTENSION, WIRING, ETC.)	\$ 450	00	\$ 900	00
SL-22.03.20 (166)	8.0 EACH	FURNISH TYPE STAD LUMINAIRE WITH 150 WATT HPS BALLAST WITH PEC RECEPTACLE FOR 100 VOLT LAMP	\$ 2000	00	\$ 16,000	00
SL-22.14.27 (167)	4.0 EACH	FURNISH AND INSTALL "HELM" OR EQUAL TYPE LUMINAIRE (SAG OR FLAT LENS) AND LAMP WITH PEC RECEPTACLE FOR 60 WATTS COSMOPOLIS LAMP	\$ 2300	00	\$ 9,200	00
SL-24.02.33A (168)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL "DAVIT" TYPE SHAFT EXTENSION (TWIN ARMS) ARM ON M-2 TRAFFIC POST. PRICE PER UNIT ITEM.	\$ 2100	00	\$ 4,200	00



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			DOLLARS	CTS	DOLLARS	CTS
SL-26.01.01 (169)	12.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ 20	00	\$ 240	00
T-1.1 (170)	1.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 2000	00	\$ 2000	00
T-1.18 (171)	1.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ 500	00	\$ 500	00
T-1.20 (172)	3.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ 1000	00	\$ 3000	00

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			DOLLARS	CTS	DOLLARS	CTS
T-1.3 (173)	3.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ 2600	00	\$ 6300	00
T-2.1 (174)	1.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 375	00	\$ 375	00
T-2.22 (175)	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 420	00	\$ 420	00
T-2.24 (176)	3.0 EACH	REMOVE TYPE "M" SERIES POST	\$ 900	00	\$ 2700	00

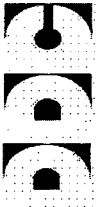
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			DOLLARS	CTS	DOLLARS	CTS
T-2.32 (177)	4.0 EACH	INSTALL STREET LIGHT LUMINAIRE SUPPORT ARM ON "M-2" POST	\$ 345	00	\$ 1380	00
T-2.4 (178)	3.0 EACH	INSTALL TYPE "M-2" POST	\$ 2100	00	\$ 6300	00
T-20000 (179)	1.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ 925	00	\$ 925	00
T-20020 (180)	3.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 20	00	\$ 60	00



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			DOLLARS	CTS	DOLLARS	CTS
T-20160 (181)	3.0 EACH	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	\$ 3100	00	\$ 9300	00
T-20184 (182)	3.0 EACH	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	\$ 430	00	\$ 1290	00
T-20220 (183)	12.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ 55	00	\$ 660	00
T-3.1 (184)	11.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ 230	00	\$ 2530	00



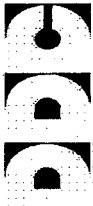
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			DOLLARS	CTS	DOLLARS	CTS
T-3.18 (185)	5.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ 200	00	\$ 1000	00
T-3.21 (186)	12.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ 200	00	\$ 2400	00
T-30013L (187)	11.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ 325	00	\$ 3575	00
T-31210 (188)	12.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ 35	00	\$ 420	00

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			DOLLARS	CTS	DOLLARS	CTS
T-31225 (189)	1.0 EACH	c) "3MS"	275	00	275	00
T-31235 (190)	2.0 EACH	d) "4MS"	265	00	530	00
T-31351 (191)	6.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	230	00	1380	00
T-33000L (192)	12.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	285	00	3420	00



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			DOLLARS	CTS	DOLLARS	CTS
T-4.1 (193)	2.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ 1000	00	\$ 2000	00
T-4.8 (194)	2.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ 385	00	\$ 770	00
T-5.2 (195)	370.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 40	00	\$ 14800	00
T-5.32 (196)	370.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 15	00	\$ 5550	00

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			DOLLARS	CTS	DOLLARS	CTS
T-5.7 (197)	20.0 L.F.	FURNISH AND INSTALL ADDITIONAL 2" RIGID UNDERGROUND CONDUIT	40	00	800	00
T-6.1 (198)	200.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	4	80	880	00
T-6.10 (199)	740.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	1	50	1160	00
T-6.2 (200)	740.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	12	80	8880	00



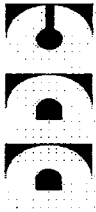
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			DOLLARS	CTS	DOLLARS	CTS
T-60000B (201)	1,480.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	1	90	2812	90
T-60040 (202)	1,110.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	1	50	1665	90
T-60190 (203)	2,220.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	2	50	5550	90
T-8.8 (204)	2.0 EACH	INSTALL CONCRETE PYLON	850		1700	90

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			DOLLARS	CTS	DOLLARS	CTS
T-8.9 (205)	2.0 EACH	REMOVE CONCRETE PYLON	\$ 525	00	\$ 1050	00
T-81000 (206)	2.0 EACH	FURNISH CONCRETE PYLON	\$ 460	00	\$ 920	00
UTL-6.01.9 (207)	4.0 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	\$ 1940	00
UTL-6.03 (208)	225.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 3375	00



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			DOLLARS	CTS	DOLLARS	CTS
UTL-6.06 (209)	10.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	\$ 180	00	\$ 1800	00
UTL-6.07 (210)	10.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$ 100	00	\$ 1000	00
UTL-GCS-2WS (211)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 10,000.00	\$ 10,000.00	00	\$ 10,000.00	00



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			DOLLARS	CTS	DOLLARS	CTS
6.39 A (212)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	9/10/13		114,970	31
SUB-TOTAL:					2,074,257	10
TOTAL BID PRICE:			9/17/13		2,989,228	1

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.

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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: Trocom Construction Corp.

Name of Project: Reconstruction of Beekman Street (HMMWTCA6E)

Location of Project: Manhattan

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

Name: Eric MacFarlane, P. E.

Title: Deputy Commissioner Phone Number: 718-391-1000

Brief description of the Project completed or the Project in progress: Water, Sewer, Drainage, utility relocation and replacement, concrete sidewalk, roadway paving, lighting and traffic.

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

Amount of Contract, Subcontract or Sub-subcontract: \$14,200,000.00

Start Date and Completion Date: 9/2/7 to 5/18/10

Name of Contractor: Trocom Construction Corp.

Name of Project: Reconstruction of Liberty Street & Nevelson Plaza (HMMWTCA6C)

Location of Project: Manhattan

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

Name: Eric MacFarlane, P. E.

Title: Deputy Commissioner Phone Number: 718-391-1000

Brief description of the Project completed or the Project in progress: Watermain, sewer, utility relocation and replacement, paving, sidewalk, roadway, sculpture restoration, drilling and grouting, void remediation, guardbooth, benches

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

Amount of Contract, Subcontract or Sub-subcontract: \$17,000,000.00

Start Date and Completion Date: 8/1/08 to 12/9/10

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: Trocom Construction Corp.

Name of Project: Construction of Imagination Playground (MG41100-107MA)

Location of Project: Burling Slip, Manhattan

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

Name: John Natoli, P. E.

Title: Chief Engineer Phone Number: 718-760-6725

Brief description of the Project completed or the Project in progress: Relocate existing 48" box sewer on pile chamber, new park construction, water features, lighting, play equipment, fencing.

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

Amount of Contract, Subcontract or Sub-subcontract: \$8,500,000.00

Start Date and Completion Date: 5/4/09 to 7/27/10

Name of Contractor: Trocom Construction Corp.

Name of Project: Structural Reconstruction of Subway Tunnel (C33812)

Location of Project: Whitehall to Canal Streets, BMT Line

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

Name: Gange Balagangeyan

Title: Project Manager Phone Number: 917-335-7345

Brief description of the Project completed or the Project in progress: Rehab of tunnel, steel replacements, structural concrete, waterproofing, vent reconstruction, tunnel lighting grouting.

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

Amount of Contract, Subcontract or Sub-subcontract: \$19,710,000.00

Start Date and Completion Date: 2/1/07 to 11/1/09

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: Trocom Construction Corp.

Name of Project: Emergency Retaining Wall Stabilization (HWCRWALLC)

Location of Project: Various Locations, Citywide

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

Name: Eric MacFarlane

Title: Deputy Commissioner Phone Number: 718-391-1000

Brief description of the Project completed or the Project in progress: Stabilization and reconstruction of retaining walls including piles, steel sheeting, structural concrete.

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

Amount of Contract, Subcontract or Sub-subcontract: \$3,000,000.00

Start Date and Completion Date: 5/2007 to 5/2010

Name of Contractor: Trocom Construction Corp.

Name of Project: Reconstruction Route 9A - Bikeway (D259562)

Location of Project: Gainsvort Street to West 59th Street, Manhattan

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

Name: Robert Collucci, P. E. NYSDOT

Title: Resident Engineer Phone Number: _____

Brief description of the Project completed or the Project in progress: Paving, asphalt, curb, lighting, signage, fencing, hazmat removals, road barriers, precast walls, landscaping.

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

Amount of Contract, Subcontract or Sub-subcontract: \$7,800,000.00

Start Date and Completion Date: 6/06 to 6/07

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: Trocom Construction Corp.

Name of Project: Reconstruction of Watermains - Various Locations (HWQP181)

Location of Project: Vernon Blvd. and Liberty Avenue, Queens

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

Name: Evans Doleyres

Title: Assistant Commissioner Phone Number: 718-391-1901

Brief description of the Project completed or the Project in progress: Watermains, curbs, sidewalk trench restoration, hazmat removal, pipe jacking at LIRR.

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

Amount of Contract, Subcontract or Sub-subcontract: \$4,800,000.00

Start Date and Completion Date: 4/06

Name of Contractor: Trocom Construction Corp.

Name of Project: Reconstruction of Old Slip- Manhattan (HMMWTCA6D)

Location of Project: Old Slip between South and Water Streets

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

Name: Evans Doleyres

Title: Assistant Commissioner Phone Number: 718-391-1901

Brief description of the Project completed or the Project in progress: Granite work, utility interference, water drainage, unit pavers, lighting, paving, curb, sidewalk, landscaping.

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

Amount of Contract, Subcontract or Sub-subcontract: \$1,400,000.00

Start Date and Completion Date: 5/05

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: Trocom Construction Corp.

Name of Project: Reconstruction of Parks - Various Locatons (9) (MG-703M)

Location of Project: Lower Manhattan

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

Name: David Goldstone

Title: Deputy Director Construction Phone Number: 718-760-8725

Brief description of the Project completed or the Project in progress: Sitework, granite, curb, pavings, fountains, fencing, sculptures, landscaping, drainage, water, lighting, structural concrete.

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

Amount of Contract, Subcontract or Sub-subcontract: \$13,800,000.00

Start Date and Completion Date: 11/05

Name of Contractor: Trocom Construction Corp.

Name of Project: Emergency Rock Wall Stabilization

Location of Project: Highbridge Park, Manhattan

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

Name: David Goldstone

Title: Deputy Director Construction Phone Number: 718-760-8725

Brief description of the Project completed or the Project in progress: Rock scaling, netting, dental concrete.

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

Amount of Contract, Subcontract or Sub-subcontract: \$3,000,000.00

Start Date and Completion Date: 03/07

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: Trocom Construction Corp.

Name of Project: Reconstruction of 44th and 45th Avenue

Location of Project: Queens

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

Name: Evans Doleyres

Title: Assistant Commissioner Phone Number: 718-391-1901

Brief description of the Project completed or the Project in progress: watermain, sewer, drainage, curb, sidewalk, paving, lighting.

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

Amount of Contract, Subcontract or Sub-subcontract: \$5,100,000.00

Start Date and Completion Date: 10/06

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: _____

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

(NO TEXT ON THIS PAGE)

A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
School Safety Improvements Var. Loc. Cont. HWCSC2	GEN	1,100,000	06/12	NYCDDC Shakell Ahmed 917-417-6781	
Reconst. of Willoughby Plaza Brooklyn Cont. HWK1170	GEN	1,854,000	01/13	NYCDDC Robert Yueh 718-391-1937	
Flatbush Avenue Streetscape Brooklyn Cont. 2030003	GEN	4,100,000	08/12	NYCEDC 212-619-5000	RBA Group M. Amray 646-879-6458
East River Access Manhattan Cont. MG909M	GEN	3,400,000	01/12	NYCDPR J. Natoli 718-760-6725	
Allen & Pike Slip Manhattan Cont. M004-108M	GEN	6,400,000	08/12	NYCDPR J. Natoli 718-760-6725	

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Emergency Repair/Wall Stabilization, Manhattan Cont. HWCWALIC	GEN	5,000,000	05/10	NYCDDC E. MacFarlane 718-391-1000	
Reconst. of Liberty Street Manhattan Cont. HMMWTCA6C	GEN	17,000,000	12/10	"	
Reconst. of Beekman Street Manhattan Cont. HMMWTCA6E	GEN	14,500,000	05/10	"	
Const. of Imagination Playground, Manhattan Cont. MG41100-107MA	GEN	9,000,000	07/10	NYCDPR J. Natoli 718-760-6725	
Reconst. of Fulton Mall Brooklyn Cont. 21400003	GEN	12,300,000	07/11	NYCEDC Mel Glickman 212-619-5000	
Const. of John Delury Square Manhattan Cont. MG39325-107M	GEN	1,800,000	10/10	NYCDPR J. Natoli 718-760-6725	
East River Esplanade Manhattan Cont. 17060010	GEN	9,200,000	08/11	NYCEDC Terri Baar 212-619-5000	

A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Reconst. of Barclay St., Manhattan Cont. HMMWTCALC	GEN	784,000 City Portion	05/05	NYCDDC T. Wynne 718-391-1000	
Reconst. of Old Slip Manhattan Cont. HMMWTCAGD	GEN	1,400,000 City Portion	05/05	"	
Reconst. of Parks Lower Manhattan Cont. MG703M	GEN	13,100,000	11/05	NYCDPR D. Goldstone 718-760-6725	
Reconst. Rte. 9A Bikeway Manhattan Cont. D259652	GEN	7,800,000	03/07	NYCDOT R. Colucci 917-299-8799	
Water Mains Var. Loc., Queens Cont. SECB04QB	GEN	5,100,000	04/06	NYCDDC Pat Larkin 718-391-1958	
Catch Basins Var. Loc., Queens Cont. SECB05Q2 & 05Q3	GEN	1,200,000 (each)	06/06	NYCDDC E. Sattler 718-391-1964	
Reconst. of 44th Avenue Queens Cont. HWQ983	GEN	5,100,000	11/06	NYCDDC J. Cassidy 718-391-1000	

A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Reconst. of 20th Avenue Queens Cont. HWQP187	GEN	2,800,000	06/08	NYCDDC E. Doleyses 718-391-1901	
Catch Basins Manhattan Cont. SECB06N2	GEN	480,000	03/08	NYCDDC T. Foley 212-442-1897	
Retaining Walls Var. Parks Cont. CNYG-207M	GEN	890,000	06/07	NYCDPR J. Natoli 718-760-6725	
West Harlem Riverwalk Cont. 104i0006	GEN	6,100,000	10/08	NYCDDC P. Menzel 212-749-3609	
Retaining Walls Var. Parks Cont. CNYG-1806M	GEN	3,800,000	10/09	NYCDPR J. Natoli 718-760-6725	
Structural Rehab. Canal St. Tunnel, Manhattan Cont. C33823	GEN	20,100,000	10/09	NYCTA Balaganger 917-335-7345	
Reconst. of Sands Street Brooklyn Cont. HWK472A	GEN	3,100,000	11/09	NYCDDC E. MacFarlane 718-391-1000	

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
Reconst. Fulton St. Manhattan Cont. HMMWTCAB8	GEN	29,000,000	2,000,000	9,000,000	12/13	NYCDDC T. Foley 212-442-1897	
Ridgewood Reservoir Highland Park, Queens Cont. Q020-109M	GEN	6,200,000	2,000,000	2,000,000	05/13	NYCDPR J. Natoli 718-760-6725	
Reconst. Connor Street Bulthead, Bronx Cont. HWKP2022	GEN	3,600,000	600,000	2,000,000	10/13	NYCDDC E. MacFarlane 718-391-1000	
Reconst. Metropolitan Ave., Bronx Cont. HWD105-01	GEN	14,500,000	2,000,000	3,000,000	08/13	NYCDDC L. Devillme 718-391-1000	
Lenox Ave, Duct Bank Manhattan Cont. E31299	GEN	7,450,000	1,000,000	500,000	04/13	NYCTA K. Solomon 646-252-3685	
Reconst. of Columbia St., Brooklyn Cont. HWK700A	GEN	21,000,000	5,000,000	3,000,000	08/13	NYCDDC Robert Yueh 718-391-1000	



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
East River Esplanade Package 3, Manhattan Cont. 17060017	GEN	23,000,000	9,000,000	21,000,000	5/14	NYCDDC Terri Bahr 212-619-5000	
Reconst. 34th Avenue Queens Cont. SEQ200243	GEN	7,800,000	800,000	5,000,000	10/13	NYCDDC L. Devillme 718-391-1000	
Reconst. Knickerbocker Plaza, Brooklyn Cont. HWPLZ006K	GEN	850,000	100,000	850,000	08/13	NYCDDC Robert Yueh 718-391-1000	
Retaining/Seawalls Citywide Cont. CNYG1511-M	GEN	5,800,000	500,000	4,800,000	03/14	NYCDPR J. Natoli 718-760-6725	

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
W125th St/Broadway Manhattan Cont. 18260004	GEN	15,000,000	04/13	NYCEDC Len Greco 212-619-5000	
Bronx River Fish Passage Bronx Cont. X002-111M	GEN	1,600,000	04/13	NYCDPR J. Naboli 718-760-6725	
Springfield Gardens Queens Cont. No. 1900013	GEN	3,500,000	05/13	NYCEDC 212-619-5000	HDR Thomas Donnelly 212-542-6020

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

Form to be completed by contracting agency

Contract Overview

APT E- Pin # 85013B0117 FMS Project ID#: HWPLZ009M
 Project Title/ Agency PIN # RECONSTRUCTION OF PLAZA DE LAS AMERICAS/ 8502013HW0036C
 Bid/Proposal Response Date SEPTEMBER 10, 2013
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave City Long Island City State NY Zip Code 11101
 Contact Person Jessica Lavidés Title MWBE Liaison & Compliance Analyst
 Telephone # (718) 391-1065 Email LavidésJe@ddc.nyc.gov

Project Description (attach additional pages if necessary)

RECONSTRUCTION OF PLAZA DE LAS AMERICAS
WEST 175 TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK
Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
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>5 %</u>
or	
<u>Black American</u>	<u>UNSPECIFIED %</u>
<u>Hispanic American</u>	<u>UNSPECIFIED %</u>
<u>Asian American</u>	<u>UNSPECIFIED %</u>
<u>Women</u>	<u>UNSPECIFIED %</u>
Total Participation Goals	5 % Line 1

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, must obtain a FULL waiver by completing the Waiver Application on pages 17 and 18 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID #	<u>112203562</u>	FMS Vendor ID #	<u>0000477450</u>
Business Name	<u>TROCOM Construction Corp</u>	Contact Person	<u>Anthony J. Santoro</u>
Address	<u>46-27 54 Road, Maspeth NY 11378</u>		
Telephone #	<u>7189372000</u>	Email	<u>ASantoro@TrocomConstruction.com</u>

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input checked="" type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 13)	Calculated M/WBE Participation Amount
	$2,989,228 \text{ } ^{\circ}$ $3,037,068 \text{ } ^{\circ}$ \$ _____ X	5%	=

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

@ 9/6/13

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

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? % 16%

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.	TRUCKING (MBE)	\$ 130,000 -
2.	FLAGGING (MBE)	32,500 -
3.	TREE PRUNING (MBE)	2,000 -
4.	ENVIRONMENT TESTING (WBE)	25,000 -
5.		
6.	TOTAL	\$ 189,500 -
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

✓ Scopes of Subcontract Work


Tax ID #: 112203562

APT E-
PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature		Date	<u>9/9/13</u>
Print Name	<u>Anthony J. Santoro</u>	Title	<u>Vice President</u>

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.

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

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

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

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

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

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

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

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

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination:
 Full Waiver Approved
 Partial Waiver Approved
 Revised Parameters Granted

APPRENTICESHIP PROGRAM REQUIREMENTS

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

YES NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: HWPLZ009M

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

Name of Bidder: Trocom Construction Corp

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

YES NO

2. Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

YES NO

3. Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

YES NO

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

Plans are offered through our various
Union Agreements. Each local provides
for this Plan. Trocom Construction Corp.
Contributes to the Plans by paying
benefits as required

Bidder: Trocom Construction Corp

By: [Signature] Title: Vice President

Date: 9-9-13
(Signature of Partner or Corporate Officer)

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: Trocon Construction Corp

DDC Project Number: HWPL2009M

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

Company has previously worked for DDC

2. Type(s) of Construction Work

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

3. Experience Modification Rate:

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

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>2012</u>	<u>1.07</u>	_____
<u>2011</u>	<u>.93</u>	_____
<u>2010</u>	<u>.88</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:

No

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

No

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

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2012</u>	<u>236,784</u>	<u>0.845</u>
<u>2011</u>	<u>206,422</u>	<u>0</u>
<u>2010</u>	<u>329,340</u>	<u>3.03</u>

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

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

5. Safety Performance on Previous DDC Project(s)

Yes

Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): HW CS CH2

HW M WTCASB

Yes
No

Accident on previous DDC Project(s).

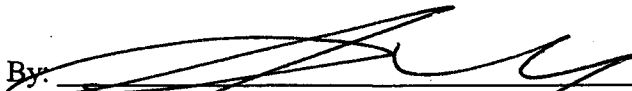
Fatality or Life-altering Injury on DDC Project(s) within the last three years.

[Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

Date:

9/9/13

By:



(Signature of Owner, Partner, Corporate Officer)

Title:

Vice President

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

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

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

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

Name of Bidder: Trocom Construction Corp
Bidder's Address: 46-27-54 Road, Maspeth NY 11378
Bidder's Telephone Number: 718 937 2000
Bidder's Fax Number: 718 784 2824
Date of Bid Opening: 9-10-13
Project ID: 4WPL2009M

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]
(Signature of Partner or corporate officer)

Print Name: ANTHONY J SANTORO

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$'000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Reconst. of Barclay St., Manhattan Cont. HWWTCALE	GEN	784,000 City Portion	05/05	NYCDDC T. Wynne 718-391-1000	
Reconst. of Old Slip Manhattan Cont. HWWTCA6D	GEN	1,400,000 City Portion	05/05	"	
Reconst. of Parks Lower Manhattan Cont. MG703M	GEN	13,100,000	11/05	NYCDPR D. Goldstone 718-760-6725	
Reconst. Rte. 9A Bikeway Manhattan Cont. D259652	GEN	7,800,000	03/07	NYCDOT R. Colucci 917-299-8799	
Water Mains Var. Loc., Queens Cont. SECB04QB	GEN	5,100,000	04/06	NYCDDC Pat Larkin 718-391-1958	
Catch Basins Var. Loc., Queens Cont. SECB05Q2 & 05Q3	GEN	1,200,000 (each)	06/06	NYCDDC E. Sattler 718-391-1964	
Reconst. of 44th Avenue Queens Cont. HWQ983	GEN	5,100,000	11/06	NYCDDC J. Cassidy 718-391-1000	

A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Reconst. of 20th Avenue Queens Cont. HWQ187	GEN	2,800,000	06/08	NYCDDC E. Dolevres 718-391-1901	
Catch Basins Manhattan Cont. SECB06N2	GEN	480,000	03/08	NYCDDC T. Foley 212-442-1897	
Retaining Walls Var. Parks Cont. CNYG-207M	GEN	890,000	06/07	NYCDPR J. Natoli 718-760-6725	
West Harlem Riverwalk Cont. 104I0006	GEN	6,100,000	10/08	NYCDDC P. Menzel 212-749-3609	
Retaining Walls Var. Parks Cont. CNYG-1806M	GEN	3,800,000	10/09	NYCDPR J. Natoli 718-760-6725	
Structural Rehab. Canal St. Tunnel, Manhattan Cont. C33823	GEN	20,100,000	10/09	NYCTA Balaganger 917-335-7345	
Reconst. of Sands Street Brooklyn Cont. HWK472A	GEN	3,100,000	11/09	NYCDDC E. MacFarlane 718-391-1000	



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A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
Emergency Repair/Wall Stabilization, Manhattan Cont. HWCWALLC	GEN	5,000,000	05/10	NYCDDC E. MacFarlane 718-391-1000	
Reconst. of Liberty Street Manhattan Cont. HMMWTCA6C	GEN	17,000,000	12/10	"	
Reconst. of Beekman Street Manhattan Cont. HMMWTCA6E	GEN	14,500,000	05/10	"	
Const. of Imagination Playground, Manhattan Cont. MG41100-107MA	GEN	9,000,000	07/10	NYCDPR J. Natoli 718-760-6725	
Reconst. of Fulton Mall Brooklyn Cont. 21400003	GEN	12,300,000	07/11	NYCEDC Mel Glickman 212-619-5000	
Const. of John Delury Square Manhattan Cont. MG39325-107M	GEN	1,800,000	10/10	NYCDPR J. Natoli 718-760-6725	
East River Esplanade Manhattan Cont. 17060010	GEN	9,200,000	08/11	NYCEDC Terri Baar 212-619-5000	



A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
School Safety Improvements Var. Loc. Cont. HWCSC2	GEN	17,100,000	06/12	NYCDDC Shakell Ahmed 917-417-6781	
Reconst. of Willoughby Plaza Brooklyn Cont. HWK1170	GEN	1,854,000	01/13	NYCDDC Robert Yush 718-391-1937	
Flatbush Avenue Streetscape Brooklyn Cont. 2030003	GEN	4,100,000	08/12	NYCEDC 212-619-5000	RBA Group M. Amray 646-879-6458
East River Access Manhattan Cont. MG909M	GEN	3,400,000	01/12	NYCDPR J. Natoli 718-760-6725	
Allen & Pike Slip Manhattan Cont. M004-108M	GEN	6,400,000	08/12	NYCDPR J. Natoli 718-760-6725	

1/10/08

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
Reconst. Fulton St. Manhattan Cont. HMMWTCAB8	GEN	29,000,000	2,000,000	9,000,000	12/13	NYCDDC T. Foley 212-442-1897	
Ridgewood Reservoir Highland Park, Queens Cont. Q020-109M	GEN	6,200,000	2,000,000	2,000,000	05/13	NYCDPR J. Natoli 718-760-6725	
Reconst Connor Street Bulkhead, Bronx Cont. HWKP2022	GEN	3,600,000	600,000	2,000,000	10/13	NYCDDC E. MacFarlane 718-391-1000	
Reconst. Metropolitan Ave., Bronx Cont. HWD105-01	GEN	14,500,000	2,000,000	3,000,000	08/13	NYCDDC L. Devillme 718-391-1000	
Lenox Ave, Duct Bank Manhattan Cont. E31299	GEN	7,450,000	1,000,000	500,000	04/13	NYCTA K. Solomon 646-252-3685	
Reconst. of Columbia St., Brooklyn Cont. HWK700A	GEN	21,000,000	5,000,000	3,000,000	08/13	NYCDDC Robert Yuesh 718-391-1000	

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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
East River Esplanade Package 3, Manhattan Cont. 17060017	GEN	23,000,000	9,000,000	21,000,000	5/14	NYCEDC Terri Bahr 212-619-5000	
Reconst. 34th Avenue Queens Cont. SEQ200243	GEN	7,800,000	800,000	5,000,000	10/13	NYCDDC L. Devillme 718-391-1000	
Reconst. Knickerbocker Plaza, Brooklyn Cont. HWPLZ006K	GEN	850,000	100,000	850,000	08/13	NYCDDC Robert Yueh 718-391-1000	
Retaining/Seawalls Citywide Cont. CNYG1511-M	GEN	5,800,000	500,000	4,800,000	03/14	NYCDPR J. Natoli 718-760-6725	

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
W125th St/Broadway Manhattan Cont. 18260004	GEN	15,000,000	04/13	NYCEDC Len Greco 212-619-5000	
Bronx River Fish Passage Bronx Cont. X002-111M	GEN	1,600,000	04/13	NYCDPR J. Naboli 718-760-6725	
Springfield Gardens Queens Cont. No. 1900013	GEN	3,500,000	05/13	NYCEDC 212-619-5000	HDR Thomas Donnelly 212-542-6020

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are MWBE goals attached to this project? Yes No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
 Minority Owned Business Enterprise Locally based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
- 2a. If you are certified as an MBE, WBE, or LBE, 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 MWBEs for contracting opportunities: Yes No
4. Is this project subject to a project labor agreement? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. 112203562 ASANTORO@TROCOMCONSTRUCTION.COM
Employer Identification Number or Federal Tax I.D./ Email Address
6. Trocom Construction Corp
Company Name
7. 46-27 54 Road, Maspeth NY 11378
Company Address and Zip Code
8. Joseph Trovato 718 937 2000
Chief Operating Officer Telephone Number
9. ANTHONY J. SANTORO 718 937 2000
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")
10. same
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")
11. Number of employees in your company: 100 +/-

12. Contract information:

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

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

(f) TBD Projected Commencement Date (g) TBD Projected Completion Date

(h) Description and location of proposed contract:
Reconstr. of Plaza de Las Americas, Manhattan

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

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



Robert W. Walsh
Commissioner

#212CY038

April 26, 2012

Mr. Anthony J. Santoro
Vice President
Trocom Construction Corp.
46-27 54th Road
Maspeth, NY 11378

RE: Department of Parks and Recreation Contract; #CNYG-1511M;
Reconstruction and Stabilization of Retaining Walls and Seawalls, Citywide;
Contract Value: \$4,648,085.00; Certificate of Approval.

Dear Mr. Santoro:

The Department of Small Business Services/Division of Labor Services (DLS) has concluded that Trocom Construction Corp., has met the equal employment opportunity requirements of the City of New York, as stated in Executive Order No. 50 (1980) as amended (E.O. 50), its implementing Rules (Rules), and Chapter 56 of the City Charter (Chapter 56). Consequently, DLS has notified the Department of Parks and Recreation of this determination.

Contingent upon Trocom Construction Corp.'s ongoing compliance with E.O. 50 and Chapter 56, this approval shall be effective for the three (3) year period commencing on March 15, 2012, and terminating on March 14, 2015. The determination for a three year approval only exempts contractors from completing the policy and procedure section of the Employment Report on future contracts within this three year period. However, Trocom Construction Corp., Employment Report workforce information must be submitted for each new project as explained during the pre-award conference on March 14, 2012.

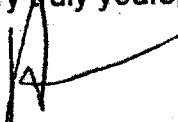


PAGE TWO

It is important that Trocom Construction Corp., as a New York City contractor, provide equal employment opportunity for all employees and applicants for employment.

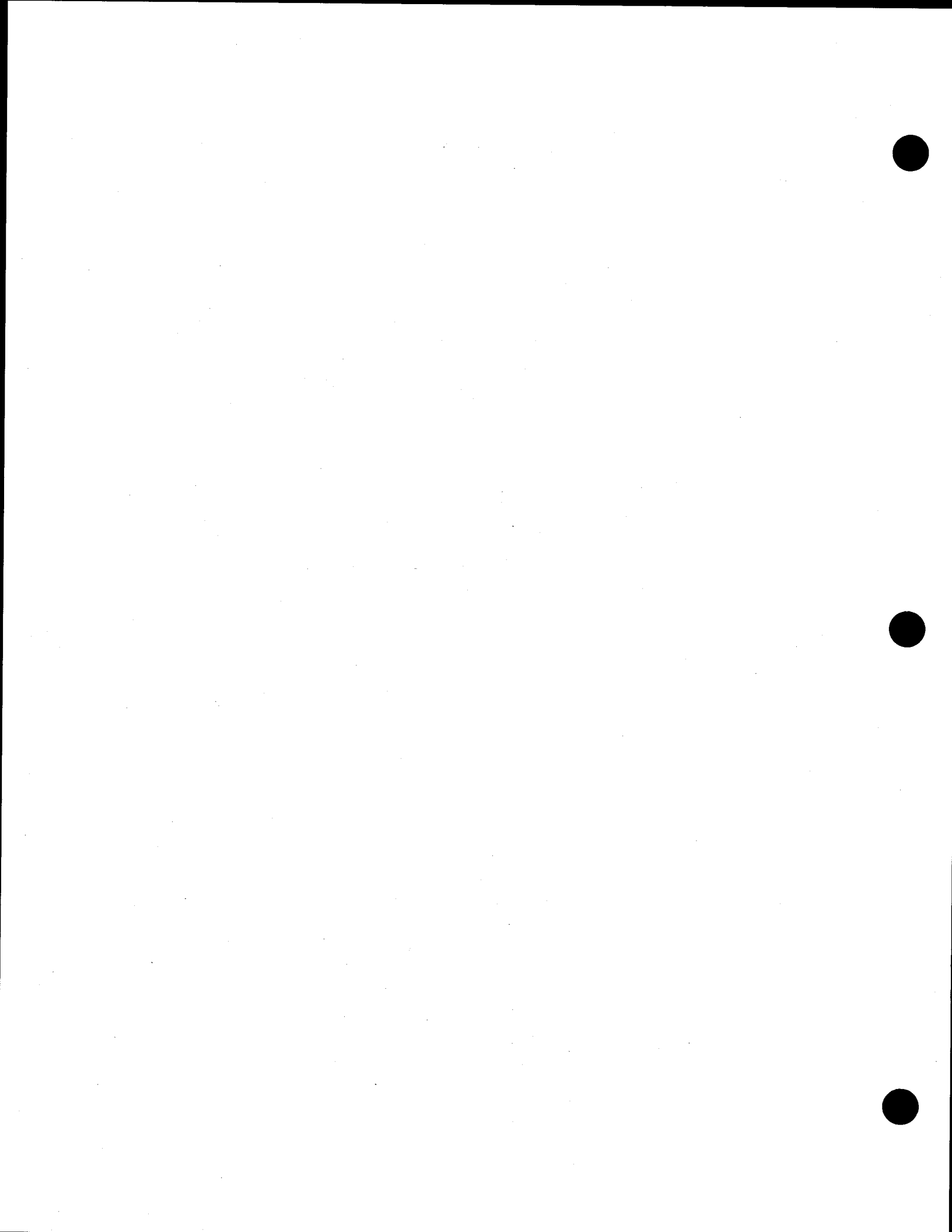
Please direct all correspondence to Ms. Kim Muldrow-Maxwell, Project Manager. Should you have any questions regarding this letter, you may call Ms. Muldrow-Maxwell at (212) 513-6433 or by email kmuldrow@sbs.nyc.gov.

Very truly yours,



Helen Wilson
Executive Director
Division of Labor Services

c: Terriann Bianchino
Kim Muldrow-Maxwell
FILE



If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes ___ No ___

If yes, attach a copy of such findings.

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

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

PART II: DOCUMENTS REQUIRED

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

- (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered) *None has other. All others are union or health benefits.*
- (b) Disability, life, other insurance coverage/description *disability*
- (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 *None has a Pension. All others are Union or Benefits*
- (g) Collective bargaining agreement(s) *Boals 731,1010, 15,14, 1556,46*
- (h) Employment Application(s)
- (i) Employee evaluation policy/form(s).
- (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

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

- | | |
|--|----------------|
| (a) Prior to job offer | Yes ___ No ___ |
| (b) After a conditional job offer | Yes ___ No ___ |
| (c) After a job offer | Yes ___ No ___ |
| (d) Within the first three days on the job | Yes ___ No ___ |
| (e) To some applicants | Yes ___ No ___ |
| (f) To all applicants | Yes ___ No ___ |
| (g) To some employees | Yes ___ No ___ |
| (h) To all employees | Yes ___ No ___ |

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

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

If yes, is the medical examination given:

- (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.

22. 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.

on file prior to 1/13

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

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

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

TROCOM CONSTRUCTION CORP.

POLICY REGARDING INTERNAL GRIEVANCES OVER EEO COMPLAINTS

Trocom Construction Corp. maintains a policy to address any complaints made by any employee who feel that they were subject to any form of discrimination while in the performance of their job for Trocom Construction Corp.

While the various unions Trocom is signed with have their own grievance policies cover a range of issues Trocom does look into any complaint filed by an employee independently.

The policy and procedure is as follows;

1. The employee either in writing or verbally brings a complaint to the EEO officer for the firm. Anthony Santoro has been designated as that EEO officer.
2. The employee is asked to explain in person to Mr. Santoro the nature and the facts leading up to the issue.
3. The employee is encouraged to put those issues in writing as a record and for clarity.
4. The person or persons alleged to have made the claimed remarks or took the actions that led to the complaint are met with either in the main office or on site. At that time they are asked to respond to the allegations.
5. Their immediate supervisor is also interviewed to see if there are issues between the employees and if this has been an ongoing issue or if a pattern has been developing. The supervisor is required to prepare a statement detailing their knowledge of the incident if it is known to them.
6. If merit is found to the complaint the offending employees are cautioned and advised that any subsequent event would mean dismissal from the company. This is assuming the incident was not overt and in our opinion not threatening to the complaint. If the matter was deemed significant and could in the opinion of the EEO lead to a dangerous situation in the future the offending employees would either be terminated or at the very least moved to another project.
7. A final report would be issued by the EEO Officer detailing the events as the investigation uncovered and the resolution of the matter. A copy would be given to the complainant



27. 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).

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

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



SIGNATURE PAGE

I, (print name of authorized official signing) Anthony J. Santoro 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.

TROCOM Construction Corp
Contractor's Name

Anthony J. Santoro Vice President
Name of person who prepared this Employment Report Title

Anthony J. Santoro Vice
Name of official authorized to sign on behalf of the contractor Title

7189372000
Telephone Number

[Signature] 9/9/13
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.

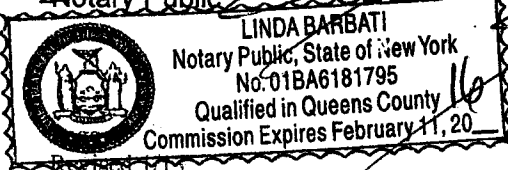
Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or 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 9 day of Sept 20 13

[Signature] 9/13/13
Notary Public Authorized Signature Date



FOR OFFICIAL USE ONLY: File No. _____

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: Queens, New York

9th September 20 13


SIGNATURE

Anthony J. Santoro
PRINTED NAME

Vice President
TITLE

Sworn to before me this
9 day of Sept, 2013

Notary Public

Dated:



**BID BOND 1
FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS. That we, Trocom Construction Corp.
46-27 54th Road, Maspeth, NY 11378

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Blvd., Mahwah, NJ 07043

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

TEN PERCENT OF AMOUNT BID

(10% 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 _____

Cont. #HWPLZ009M - Reconstruction of Plaza De Las Americas - West 175th Street Between Broadway & St. Nicholas Avenue - Borough of Manhattan

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 27th day of August, 2013.

(Seal)

Trocom Construction Corp.

(L.S.)

Principal

By: 

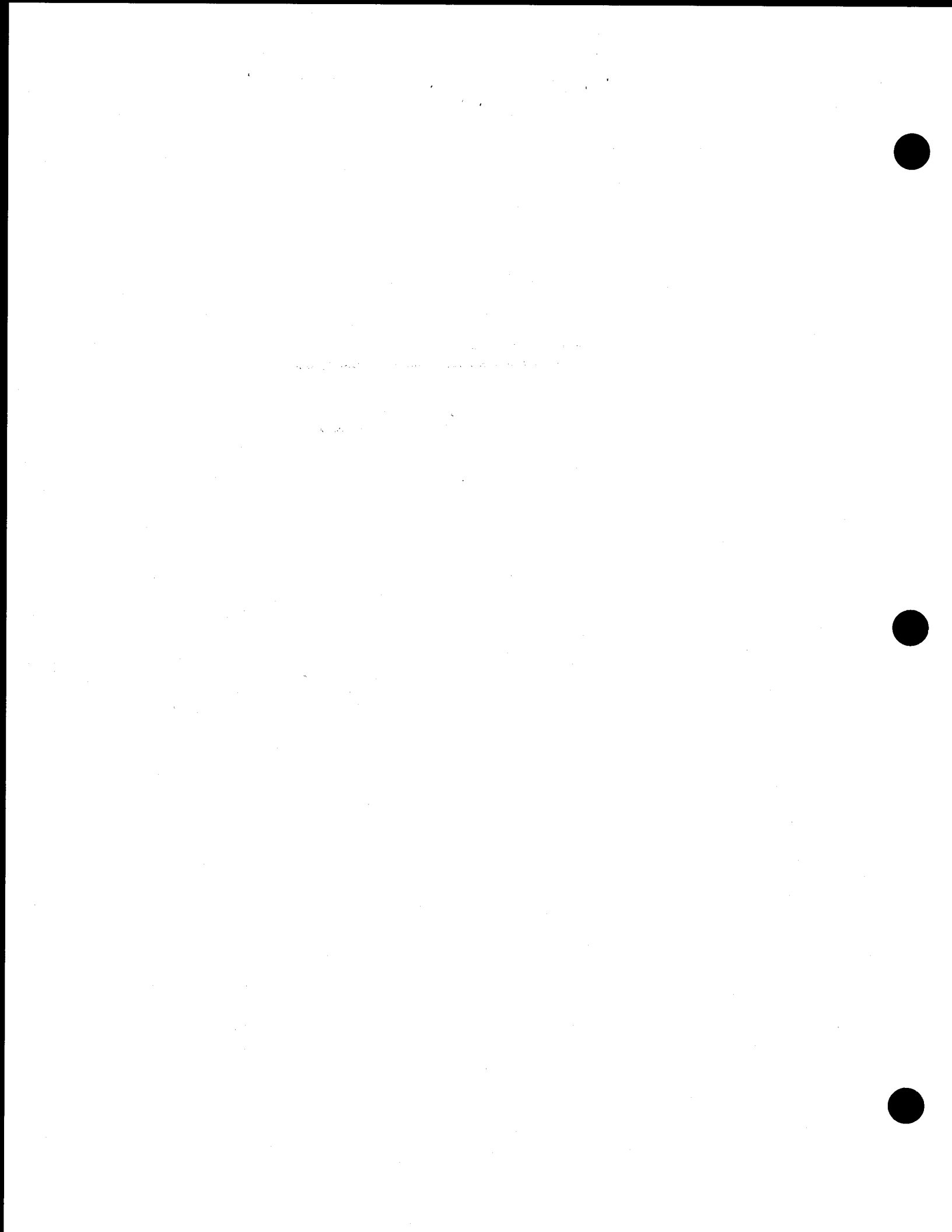
(Seal)

Liberty Mutual Insurance Company

Surety

By: 


Susan P. Hammel, Attorney-in-Fact



BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:
On this 9 day of Sept, 2013, before me personally came
ANTHONY J. SANTUCCO to me known, who, being by me duly sworn, did depose and say
that he resides at Water Island
that he is the Vice President of Troom Construction Corp.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of
the directors of said corporation, and that he signed his name thereto by like order.

 LINDA BARBATI
Notary Public, State of New York
No. 01BA6181795
Qualified in Queens County, NY
Commission Expires February 11, 2016 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

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ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

COUNTY OF Queens

SS:

On this 9 day of September, 2013 before me personally came ANTHONY J. SANTORO to me known, who, being by me duly sworn did depose and say that he resides at State Island that he is the Vice President of Tidcom Construction Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to 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

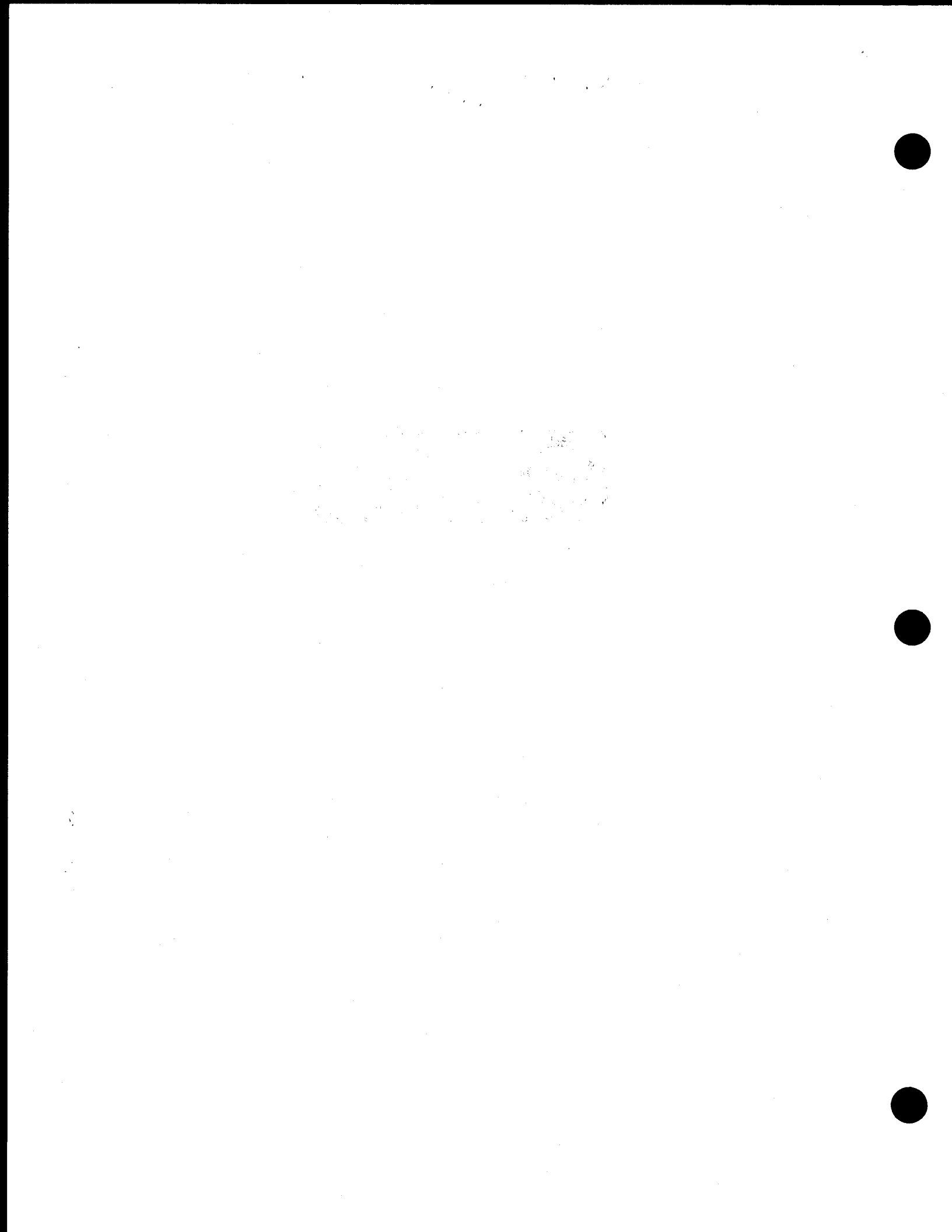
SS:

On this 27th day of August, 2013, before me personally came Susan P. Hammel 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. 011N6004351
Qualified in Suffolk County
Commission Expires March 23, 2014

My commission expires _____

Notary Public



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

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

Certificate No. 6164689

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Joseph Storzo, Robert Kempner, Robert W. O'Kane, Susan P. Hammel

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 12th day of June 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 12th day of June 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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.

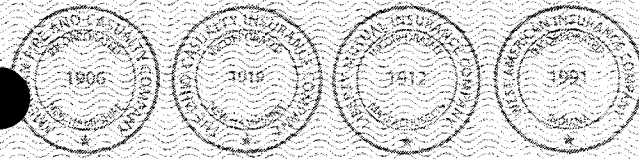
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 Gregory W. Davenport, 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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.

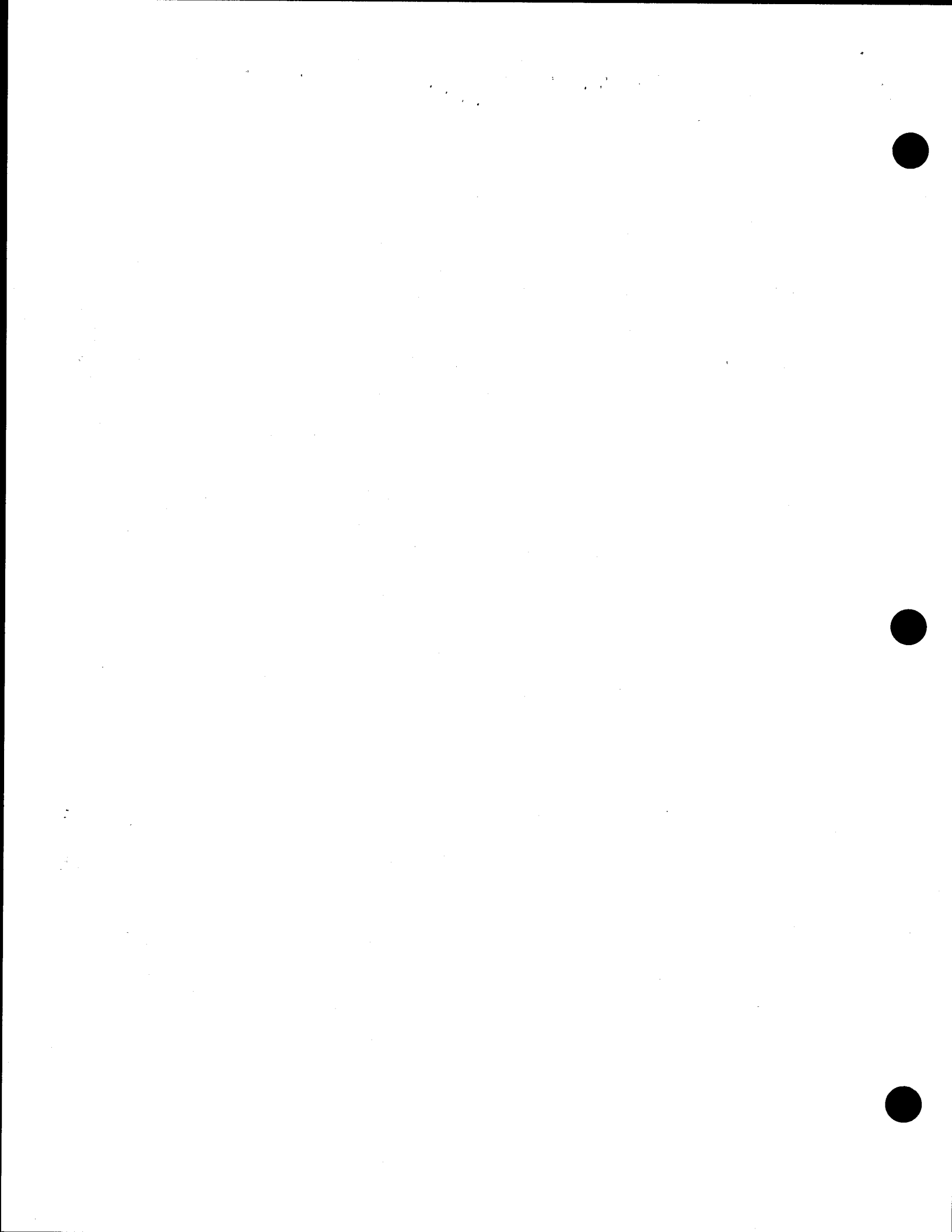
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of August, 2013.



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

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

To confirm the validity of this Power of Attorney call 1-610-632-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets	Liabilities
Cash and Bank Deposits\$ 903,711,694	Unearned Premiums \$4,205,141,671
*Bonds — U.S Government 1,166,929,471	Reserve for Claims and Claims Expense 17,056,420,207
*Other Bonds 11,415,194,219	Funds Held Under Reinsurance Treaties 1,315,062,091
*Stocks 8,104,853,899	Reserve for Dividends to Policyholders 2,455,411
Real Estate 255,967,320	Additional Statutory Reserve 49,768,998
Agents' Balances or Uncollected Premiums 3,482,069,753	Reserve for Commissions, Taxes and
Accrued Interest and Rents 144,016,763	Other Liabilities <u>3,066,051,537</u>
Other Admitted Assets <u>14,732,623,458</u>	Total \$25,694,853,915
Total Admitted Assets <u>\$40,205,366,577</u>	Special Surplus Funds \$604,621,497
	Capital Stock 10,000,000
	Paid in Surplus 7,899,471,886
	Unassigned Surplus 5,996,373,279
	Surplus to Policyholders <u>14,510,466,662</u>
	Total Liabilities and Surplus <u>\$40,205,366,577</u>



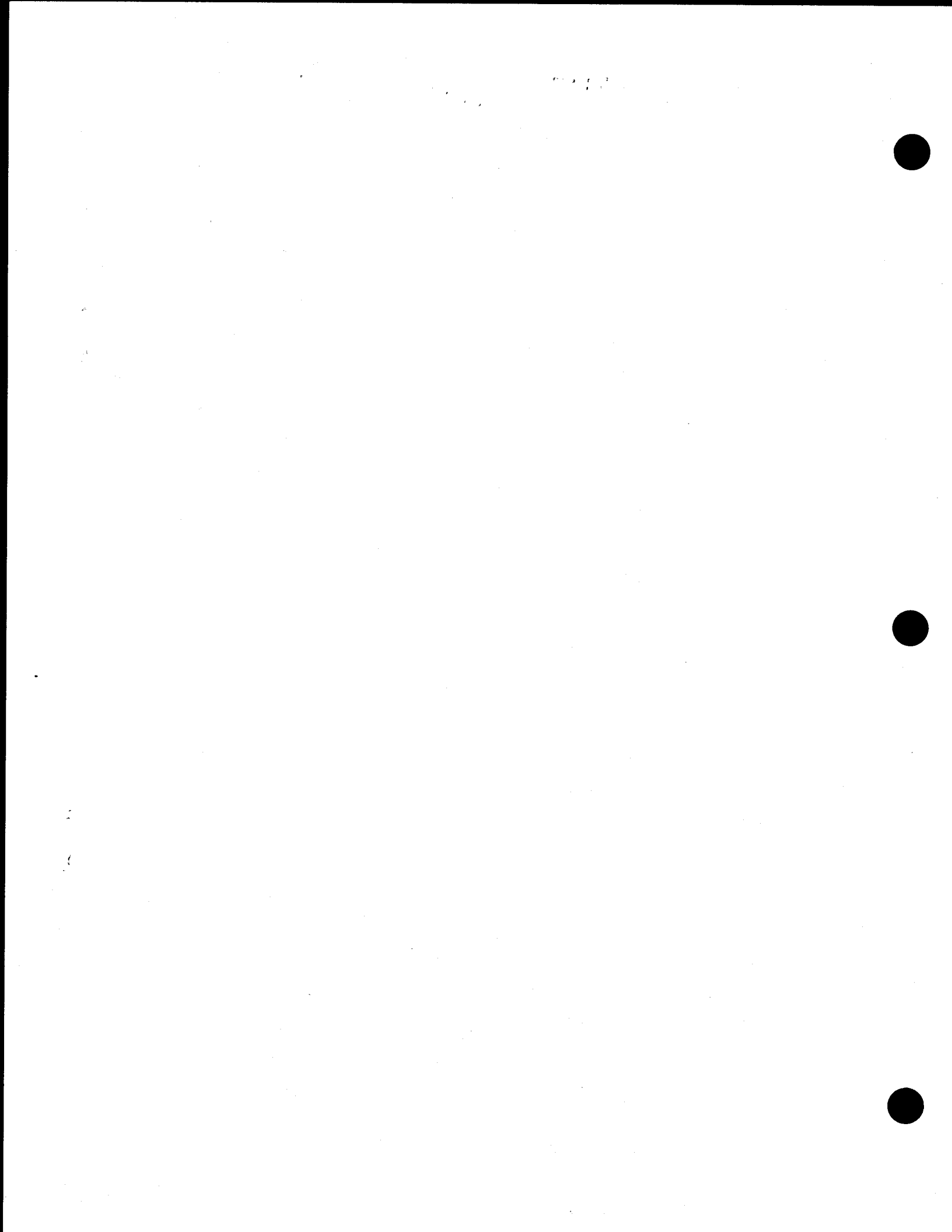
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

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, 2012, 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 25th day of March, 2013.

T. Mikolajewski

Assistant Secretary



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

ADDENDA CONTROL SHEET

BID OPENING DATE: September 17, 2013

PROJECT NO.: HWPLZ009M

TITLE: RECONSTRUCTION OF PLAZA DE LAS AMERICAS
WEST 175TH STREET BETWEEN BROADWAY & ST. NICHOLAS AVENUE

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Specs.		05/24/2013
#2: Sewer and Water Main Specifications		02/28/2013
#3: Gas Cost Sharing (EP-7)		03/23/2009
#4: Electrical and Plumbing Specifications		02/11/2013
#5 Hazardous Materials		12/12/2012
#6 Section "U"		05/08/2013
#7 Additional Amendments		09/04/2013
#8 Additional Amendments		09/06/2013
#9 Additional Amendments		09/10/2013

Project ID. HWPLZ009M

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 9

DATED: September 10, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 4, page A4-2, TABLE OF CONTENTS;
Delete SECTION NOS. 9.60 UTC-05A, 9.60 UTC-05B, 9.60 UTC-06A, 9.60 UTC-06B, 9.60 UTC-07A, 9.60 UTC-07B, and 9.60 UTC-07C listed in the TABLE OF CONTENTS, in their entirety.
2. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 4, pages A4-3 through A4-25;
Delete pages A4-3 through A4-25, containing Sections 9.60 UTC-05A, 9.60 UTC-05B, 9.60 UTC-06A, 9.60 UTC-06B, 9.60 UTC-07A, 9.60 UTC-07B, and 9.60 UTC-07C, in their entirety;
Substitute the revised SECTION 9.60 UTC, as contained on the attached pages A4-3 (REVISED) through A4-9 (REVISED).
3. Refer to the Contract Drawings, Sheet 17 of 52 (USC2/USC5), GENERAL NOTES located on the right side of the drawing;
Change NOTE No. 23 from: "ALL DIMENSIONS ARE APPROXIMATE & PROVIDED TO ASSIST CONTRACTOR IN FORMULATING BIDS - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS." to read: "ALL DIMENSIONS ARE APPROXIMATE & PROVIDED TO ASSIST CONTRACTOR IN FORMULATING BIDS. MANUFACTURER SHALL PROVIDE DETAILED SHOP DRAWINGS OF UTILITY STORAGE COLUMN, SIGNED AND SEALED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER FOR REVIEW AND APPROVAL."

Project ID. HWPLZ009M

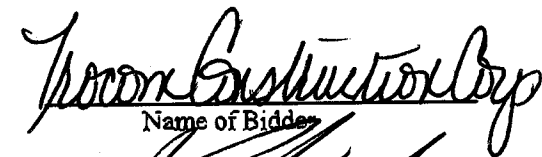
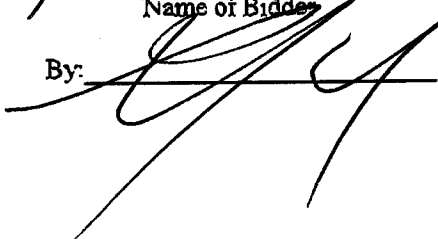
4. Refer to the Contract Drawings, Sheet 17 of 52 (USC2/USC5),
GENERAL NOTES located on the right side of the drawing;
Add the following Note No. 25:

"25. DIMENSIONS, DETAILS AND CONSTRUCTION METHODS ARE SHOWN TO CLEARLY INDICATE THE INTENT OF DESIGN. MANUFACTURERS MAY PROVIDE AN ALTERNATE METHOD OF CONSTRUCTION FOR ANY PORTION OF THE DESIGN THAT IS CONSISTENT WITH THE SPECIFICATIONS. MANUFACTURER TO PROVIDE DETAILED SHOP DRAWINGS, CALCULATIONS, AND CATALOG CUT SHEETS FOR REVIEW AND APPROVAL BY ENGINEER."

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages and seven (7) pages of attachment.

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


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner


Name of Bidder
By: 

SECTION 9.60 UTC UTILITY STORAGE COLUMN

9.60 UTC.1. INTENT. This section describes the furnishing and installation of a custom fabricated utility storage column. The Column is to be complete including all required materials, construction and finishes to the Design Intent as indicated on Contract Drawings, Specifications and as described herein.

9.60 UTC.2. DESCRIPTION. Under this item, the Contractor shall furnish and install a Utility Storage Column in accordance with the Contract Drawings, the specifications and directions of the Engineer.

9.60 UTC.2. REFERENCES AND RELATED SECTIONS.

(A) ABBREVIATIONS

1. AISI. American Iron and Steel Institute
2. AAMA. American Architectural Manufacturers Association
3. ANSI. American National Standards Institute
4. ASTM. American Society for Testing and Materials
5. ASME. American Society of Mechanical Engineers
6. AWS. American Welding Society
7. AWWA. American Water Works Association
8. BHMA. Builders Hardware Manufacturers Association
9. ICC. International Code Council
10. MFMA. Metal Framing Manufacturers Association
11. NAAMM. National Association of Architectural Metal Manufacturers
12. NES. National Evaluation Services
13. NER. National Evaluation Report
14. NLGA. National Lumber Grades Authority
15. SMACNA. Sheet Metal and Air Conditioning Contractors' National Association
16. SWRI. Sealant Waterproofing and Restoration Institute
17. WCLIB. West Coast Lumber Inspection Bureau
18. WWPAA. Western Wood Products Association

(B) RELATED SECTIONS

1. Section 9.60 UTC-08A, Stainless-Steel Door Panels And Frames
2. Section 9.60 UTC-08B, Door Hardware
3. Section 9.60 UTC-08C, Glazing

9.60 UTC.3. MATERIALS.

Refer to Contract Drawings and specifications for additional technical requirements. All Steel, regardless of application or function to be stainless steel, Type 304 or Zinc Coated (Galvanized) Steel where approved and/or applicable.

(A) METALS

- | | |
|--|---|
| 1. Steel Structural Tubing: | ASTM A 500, Grade B. |
| 2. Steel Sheet for Cold Formed Framing Members | ASTM A 1003, Grade ST33H
Coating: G60, AZ50, or GF30 |
| 3. Steel Plates, Shapes, And Bars: | ASTM A 36 |
| 4. Steel Pipe: | ASTM A53 (Schedule 40) |
| 5. Anchor bolts: | ASTM F 1554, Grade 36 |
| 6. Mechanical fasteners: | ASTM C 1513 |
| 7. Steel Mechanical Tubing: | ASTM A 513 |

Project ID: HWPLZ009M

8. Zinc-Coated (Galvanized) Steel:	ASTM A 123, ASTM A 153
9. Galvanizing repair paint:	ASTM A 780
10. Stainless-Steel Sheet:	ASTM A 666, Type 304.
11. Stainless Steel Tubing:	ASTM A 554, Type 304
12. Stainless Steel Castings:	ASTM A 743, Type 304
13. Stainless Steel Bars And Shapes:	ASTM A 276, Type 304
14. Aluminum Sheet.	ASTM B 209

(B) WOODS

15. Plywood: Rating 16/0.	DOC PS 1, Exterior grade, Span
16. Dimension lumber:	Construction or No. 2 Grade lumber
17. Power-Driven Fasteners:	NES NER-272.
18. Wood Screws:	ASME B18.6.1.
19. Lag Bolts:	ASME B18.2.1.
20. Nails, Brads, And Staples:	ASTM F 1667

(C) SEALANTS, COATINGS AND UNDERLAYMENT

21. Self-Adhering Bituminous Underlayment	ASTM D1970
22. Elastomeric Sealant	ASTM C 920, Type S, Grade NS, Class 100/50
23. Cylindrical Sealant Backings:	ASTM C 1330, Type C
24. Butyl Sealant	ASTM C 1311
25. Bituminous Coating	ASTM D 1187
26. Asphalt Roofing Cement	ASTM D 4586

9.60 UTC.4.

PERFORMANCE REQUIREMENTS. All materials shall be high quality, industry standard and capable of meeting the performance requirements stated herein. All materials throughout the structure 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.

(A) STRUCTURAL PERFORMANCE: Utility Storage Column shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to New York City Building Code:

1. Dead Loads: Self Load
2. Live Loads: 100 psf.
3. Roof Loads: 20 psf.
4. Snow Loads: 25 psf.
5. Wind Loads: 35 psf.
6. Per Building Code requirements BC 1605.

(B) THERMAL MOVEMENTS: Allow for thermal movements from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

(C) DEFLECTION LIMITS:

1. Design framing systems to withstand design loads without horizontal deflections greater than 1/360 of the horizontally projected span
2. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of upward and downward movement of 1/2 inch.

(D) PREFORMED JOINT SEALANTS

1. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cf. and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

9.60 UTC.5. PREFABRICATED STAINLESS STEEL STORAGE COLUMN

- (A) GENERAL: Provide a complete, integrated set of mutually dependent components that form a completely assembled, prefabricated storage column, ready for installation on project site. Column style is indicated on Contract Drawings.
- (B) MANUFACTURERS: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include:
1. B.I.G. Enterprises, Inc., 9702 Rush St., South El Monte, CA 91733
Tel 800.669.1449
 2. Keystone Structures, Inc. 705 Terminal Way, Kennett Square, PA 19348
Tel 800.525.1567
 3. Little Buildings, Inc. 161 Shaffer Dr., Romeo, MI 48065
Tel 888.552.6684
 4. Porta-King Building Systems. 4133 Shoreline Drive, Earth City, Missouri 63045
Tel 800.284.5346
 5. Les Metalliers Champenois, 77 Second Avenue, Paterson, NJ 07514
Tel 973.279.3573
 6. or another approved manufacturer.
- (C) STRUCTURAL FRAMEWORK: Fabricated from galvanized steel structural sections. Connect framework by welding.
- (D) FRAMING ACCESSORIES. Fabricate steel-framing accessories from galvanized steel of same grade and coating weight used for framing members.
- (E) BASE ASSEMBLY: Perimeter frame welded to structural framework of column. Fabricate frame from 2-inch by 4-inch galvanized-steel structural tubing; 0.108-inch nominal-thickness, C-shaped, galvanized-steel sheet channels; or galvanized structural-steel angles.
- (F) FLOOR ASSEMBLY: Provide perimeter curved galvanized steel angle frame, with surface of supporting concrete floor as finished floor.
- (G) WALL PANEL ASSEMBLY: Assembly consisting of face panel fabricated from 0.125-inch nominal-thickness, stainless-steel sheet. Framing to be of stretch formed stainless steel brake formed sections - curved to radius as indicated - all joints to be welded. Provide neoprene gaskets between panels and frames. The finish shall be US32D Satin stainless steel.
- (H) FLAT ROOF/CEILING ASSEMBLY: Consisting of exterior roof panels; sloped to drain as indicated. The exterior roof panel shall be fabricated from exterior quality plywood, with liquid applied roof membrane. Downspouts are integral and extend 3 inches (76 mm) beyond utility storage column walls.
- (I) SWINGING DOOR: 1-3/4 inches (44 mm) thick, tubular-frame design fabricated from Stretched / Curved Stainless Steel; with top half of door glazed. Equip door with

Project ID: HWPLZ009M

deadlock, three butt hinges, closer, and full weather stripping. Glazing shall be a fixed unit with 1/4-inch thick, full frit tempered glass in special shapes and bent as indicated. Deadlock shall be mortised with lever handle and removable cylinder capable of being master keyed.

- (J) FINISH: Finish exposed metal surfaces, including structural framework, walls, canopy, and ceiling to be satin stainless steel US32D.
- (K) FASTNERS: Provide stainless steel fasteners, Type 304 for fastening of all aluminum, stainless steel, and exterior applications. Provide dielectric separation between all dissimilar metals.

9.60 UTC.6. FABRICATION.

- (A) Fabricate completely in factory.
- (B) Preglaze windows and doors at factory.
- (C) Fabricate with removable lifting eye centered in roof.

9.60 UTC.7. FINISH.

- (A) Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- (B) APPEARANCE OF FINISHED WORK: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

9.60 UTC.8. EXAMINATION.

- (A) Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- (B) Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- (C) Proceed with installation only after unsatisfactory conditions have been corrected.

9.60 UTC.9. INSTALLATION.

- (A) Install fabricated structures according to manufacturer's written instructions.
- (B) Set fabricated structures plumb and aligned. Level baseplates true to plane with full bearing on concrete bases.
- (C) Fasten fabricated structures securely to cast-in anchor bolts.

9.60 UTC.10. ADJUSTING.

- (A) Adjust door and hardware to operate smoothly, easily, properly, and without binding. Confirm that locks engage accurately and securely without forcing or binding.
- (B) After completing installation, inspect exposed finishes and repair damaged finishes.

9.60 UTC.11. QUALITY CONTROL.

- (A) **WELDING QUALIFICATIONS:** Qualify procedures and personnel according to the following:
 - 1. AWS D1.1, "Structural Welding Code - Steel."
 - 2. AWS D1.3, "Structural Welding Code - Sheet Steel."
- (B) **REGULATORY REQUIREMENTS:** Comply with applicable provisions in ICC/ANSI A117.1.
- (C) **SAFETY GLAZING PRODUCTS:** Category II materials complying with testing requirements in 16 CFR 1201.
 - 1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council (SGCC) or another certification agency or manufacturer acceptable to the Engineer.

9.60 UTC.12. COORDINATION. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

9.60 UTC.13. SUBMITTALS. All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, Section 1.06.13, Shop and Working Drawings, and in accordance with the following requirements:

- (A) **PRODUCT DATA:** For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- (B) **SHOP DRAWINGS:** Submit Shop Drawings showing elevations, sections, details, and attachments to other work. Shop Drawings to be signed/sealed by a Professional Engineer licensed in the State of New York.
- (C) **SAMPLES FOR INITIAL SELECTION:** For Utility Storage Column with factory-applied color finishes.
- (D) **SAMPLES FOR VERIFICATION:** For exposed finishes, in manufacturer's standard sizes.
- (E) **DESIGN SUBMITTAL:** Design calculations for utility storage column, indicating the design complies with performance requirements and NYC building Code requirements, shall be signed/sealed by a Professional Engineer licensed in the State of New York.

- (F) **WELDING CERTIFICATES.** The Contractor shall be responsible for obtaining all certifications necessary.
- (G) **MAINTENANCE DATA:** For Utility Storage Column to include in maintenance manuals.
- (H) **WARRANTY:** All work, materials and equipment shall be guaranteed for five (5) years, 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 defects in material, replacement of wall panels that fail, equipment and workmanship to the satisfaction of the City.

9.60 UTC.14. MEASUREMENT. The quantity to be measured for payment shall be the number of Utility Storage Columns actually installed at the site to the satisfaction of the Engineer.

9.60 UTC.15. PRICE TO COVER. The price bid shall be a unit price for each Utility Storage Column furnished and installed, and shall include the cost for all labor, material, plant, equipment, insurance, and incidental expenses necessary to complete the work, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Unclassified Excavation, Rock Excavation, Concrete in Structures, Class A-40, and all plumbing items shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
9.60 UTC	UTILITY STORAGE COLUMN	EACH

(NO TEXT ON PAGE A4-09 TO PAGE A4-25)

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WOR

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 8

DATED: September 6, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 1 of 3, ATTACHMENT 1-BID INFORMATION on Page A-1;
Change the dates shown for Submission of Bids To and for Bid Opening from "~~SEPTEMBER 10, 2013~~" to read "~~SEPTEMBER 17, 2013~~".
2. Refer to the Bid and Contract Documents, Volume 1 of 3, SCHEDULE B-M/WBE Utilization Plan on Page 13;
Change the date shown for Bid/Proposal Response Date from "~~SEPTEMBER 10~~" to read "~~SEPTEMBER 17, 2013~~".
3. Refer to the Contract Drawings, Sheet No. 12 of 52 (LD2/LD5), (2) RETRACTABLE BOLLARD, ITEM NO. 7.07 RB located in the right top portion of the sheet;
Change the dimension of the BOLLARD:
from: 6"

to read: 6" NOMINAL
Change the dimension of the BOLLARD'S SLEEVE:
from: 6"

to read: AS PER MANUFACTURER'S RECOMMENDATIONS.

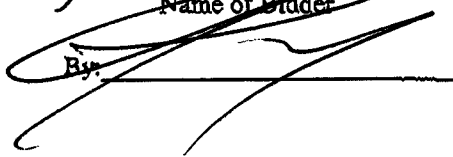
Project ID.:HWPLZ009M

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages.

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



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Trocon Construction Corp
Name of Bidder
By: 

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

ADDENDA CONTROL SHEET

BID OPENING DATE: September 17, 2013

PROJECT NO.: HWPLZ009M

TITLE: RECONSTRUCTION OF PLAZA DE LAS AMERICAS
 WEST 175TH STREET BETWEEN BROADWAY & ST. NICHOLAS AVENUE

ADDENDA ISSUED	No. OF DRAWINGS	DATE
#1: Amendments to Standard Specs.		05/24/2013
#2: Sewer and Water Main Specifications		02/28/2013
#3: Gas Cost Sharing (EP-7)		03/23/2009
#4: Electrical and Plumbing Specifications		02/11/2013
#5 Hazardous Materials		12/12/2012
#6 Section "U"		05/08/2013
#7 Additional Amendments		09/04/2013
#8 Additional Amendments		09/06/2013

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 7

DATED: September 4, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Contract Drawings, Sheet 8 of 52 (RD2/RD2), ROADWAY DETAILS, SECTION D-D, TYPICAL FULL DEPTH RECONSTRUCTION SECTION; Change the label of the ASPHALT CONCRETE WEARING COURSE:
from: 3" ASPHALTIC CONC. WEARING COURSE, TYP. ITEM NO. 4.02 AG
to read: 2" ASPHALT WEARING COURSE, ITEM NO 4.02 AF-R ON ITEM NO. 4.02 CB
2. Refer to the Contract Drawings, Sheet No. 15 of 52 (LD5/LD5), LANDSCAPE DETAILS, (3)ARTWORK FOUNDATION PLACEMENT SECTION A-A; Change the label of the COLD ROLLED STEEL PLATE:
from: 48" X 48" SQUARE COLD ROLLED STEEL PLATE
to read: 48" X 48" SQUARE COLD ROLLED STEEL PLATE, 1/2" THICK

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

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


Name of Bidder

By: 


MOHSEN ZARGAREHLAHI, P.E.
Assistant Commissioner

SPECIAL NOTICE TO BIDDERS

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

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

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CITY OF NEW YORK

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

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

**WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE**

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

BID BOOKLET

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

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

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

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

NOTES:

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

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

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

The requirements set forth below under Article (B) apply to this contract where indicated by a blackened box (■) or by X in a □ to left.

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

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

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ATTACHMENT 1 - BID INFORMATION

PROJECT ID: HWPLZ009M

Description and Location of Work:

RECONSTRUCTION OF PLAZA DE LAS AMERICAS
WEST 175 TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

Documents Available At:

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

Submission of Bids To:

30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Before 11:00 A.M. on SEPTEMBER 10, 2013

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 SEPTEMBER 10, 2013

Pre-Bid Conference:

Yes _____ No X
If Yes, Mandatory _____ Optional: _____
Time and Date: _____
Location: _____

Bid Security:

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

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

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

Agency Contact Person:

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

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BID SCHEDULE
NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.02 AG) shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications, dated November 1, 2010, as amended by Addendum No. 1, herein Volume 3 of 3, except for items beginning with the number 8.01 and Item No. 9.60 UTC.

Items listed in this Bid Schedule beginning with the number 8.01 followed by a letter (e.g. 8.01 C2) shall comply with the requirements of the corresponding numerical Sections of the DDC Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials contained in Addendum No. 6, herein Volume 3 of 3.

Item No. 9.60 UTC listed in this Bid Schedule shall comply with the corresponding Section incorporated in Addendum No. 4, herein Volume 3 of 3.

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

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

Items listed in this Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.31FN) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer Specifications, dated August 1, 2009, or the NYCDEP Standard Water Main Specifications dated August 1, 2009, and as amended by Addendum No. 2, herein Volume 3 of 3.

Item No. BMP-GI-7.17G listed in this Bid Schedule shall comply with the corresponding alphanumeric Sections incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with letter "E" (e.g. E 260500) shall comply with the corresponding Section incorporated in Addendum No. 4, herein Volume 3 of 3.

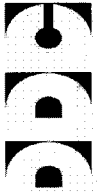
Item NYC-655.01010011 listed in this Bid Schedule is a modified version of a New York State Department of Transportation (NYSDOT) Specification and shall comply with the corresponding Section incorporated in Addendum No. 1, herein Volume 3 of 3. However, all references therein to the "Department", "Materials Bureau", "Regional Engineer", etc., shall be deemed to mean the "Engineer". Where any reference is made on the plans or specifications to the "State" or any of its officials, the Contractor shall substitute the City of New York, Department of Design and Construction, or any of its appropriate officials. The NYSDOT Specifications described above neither imply the State's involvement in any testing and approval of materials, nor in the supervision of construction.

Items listed in this Bid Schedule with the prefix "PK-" (e.g. PK-12D, PK-143, etc.) are modified or new versions of NYCDPR Items and shall comply with the requirements of the corresponding alphanumeric Sections incorporated in Addendum No. 1, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-20.02.02) are Street Lighting Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-8.9) are Traffic Items less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications, except for Item No. "T-60000B" which shall comply with the requirements of Section T-60000B in Addendum No. 1, herein Volume 3 of 3.

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

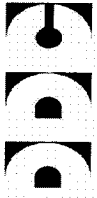


NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502013HW0036C
Project ID HWPLZ009M

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 - 57



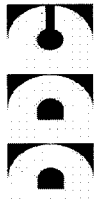
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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502013HW0036C
Project ID HWPLZ009M

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.02 AF-R (001)	2,758.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	\$ _____	_____	\$ _____
4.02 CB (002)	190.0 TONS	ASPHALTIC CONCRETE MIXTURE	\$ _____	_____	\$ _____
4.04 H (003)	167.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ _____	_____	\$ _____
4.05 EAC (004)	560.0 S.F.	7" THICK EXPOSED AGGREGATE REINFORCED CONCRETE PAVEMENT	\$ _____	_____	\$ _____

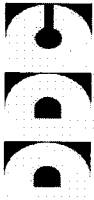
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			DOLLARS	CTS	DOLLARS	CTS
4.06 (005)	24.0 C.Y.	CONCRETE IN STRUCTURES, CLASS A-40	\$		\$	
4.09 AD (006)	465.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	\$		\$	
4.09 BD (007)	100.0 L.F.	DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	\$		\$	
4.09 CD (008)	131.0 L.F.	CORNER STEEL FACED CONCRETE CURB (18" DEEP)	\$		\$	



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			DOLLARS	CTS	DOLLARS	CTS
4.11 AA (009)	307.0 C.Y.	ROCK EXCAVATION IN STREETS, TRENCHES AND STRUCTURES	\$ _____	_____	\$ _____	_____
4.11 CA (010)	31.0 C.Y.	FILL, PLACE MEASUREMENT	\$ _____	_____	\$ _____	_____
4.13 AAS (011)	2,888.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ _____	_____	\$ _____	_____
4.13 BAS (012)	6,392.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$ _____	_____	\$ _____	_____

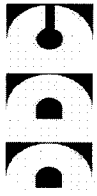
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			DOLLARS	CTS	DOLLARS	CTS
4.13 DE (013)	110.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$		\$	
4.14 (014)	2,300.0 LBS.	STEEL REINFORCEMENT BARS	\$		\$	
4.15 B (015)	186.0 C.Y.	PLANTING SOIL FOR SILVA CELLS	\$		\$	
4.15 SC (016)	4,010.0 C.F.	SILVA CELLS	\$		\$	



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			DOLLARS	CTS	DOLLARS	CTS
4.16 AA (017)	2.0 EACH	TREES REMOVED (4" TO UNDER 12" CALIPER)	\$ _____	_____	\$ _____	_____
4.16 EA606 (018)	14.0 EACH	TREES PLANTED, 4" TO 4-1/2" CALIPER, ALL TYPES, IN 6' X 6' TREE PITS	\$ _____	_____	\$ _____	_____
4.18 A (019)	2.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ _____	_____	\$ _____	_____
4.18 B (020)	1.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ _____	_____	\$ _____	_____

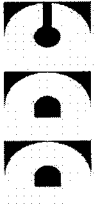


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			DOLLARS	CTS	DOLLARS	CTS
4.21 (021)	600.0 P/HR	TREE CONSULTANT	\$		\$	
51.23RF (022)	3.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$		\$	
51.41S001 (023)	3.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$		\$	
51.42B1W (024)	2.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$		\$	



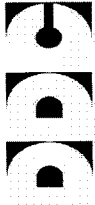
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			DOLLARS	CTS	DOLLARS	CTS
52.11D12 (025)	165.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$		\$	
55.11AB (026)	1.0 EACH	ABANDONING BASINS AND INLETS	\$		\$	
6.02 AAN (027)	2,592.0 C.Y.	UNCLASSIFIED EXCAVATION	\$		\$	
6.02 XHEC (028)	60.0 C.Y.	INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	\$		\$	

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			DOLLARS	CTS	DOLLARS	CTS
6.02 XSCW (029)	635.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ _____	_____	\$ _____	_____
6.23 AB (030)	1.0 EACH	REMOVE EXISTING FIRE ALARM POST	\$ _____	_____	\$ _____	_____
6.23 BA (031)	1.0 EACH	FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	\$ _____	_____	\$ _____	_____
6.23 BD (032)	80.0 L.F.	FURNISH AND INSTALL 4-PAIR FIRE ALARM CABLE	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	DOLLARS	CTS
6.23 BFC (033)	1.0 EACH	FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	\$		\$	
6.23 BGS (034)	15.0 I.F.	FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	\$		\$	
6.23 BH (035)	1.0 EACH	FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	\$		\$	
6.23 BP (036)	1.0 SETS	FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	\$		\$	

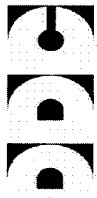
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			DOLLARS	CTS	DOLLARS	CTS
6.25 RS (037)	628.0 S.F.	TEMPORARY SIGNS	\$ _____	_____	\$ _____	_____
6.26 (038)	1,215.0 L.F.	TIMBER CURB	\$ _____	_____	\$ _____	_____
6.28 AA (039)	1,136.0 L.F.	LIGHTED TIMBER BARRICADES	\$ _____	_____	\$ _____	_____
6.36 DR (040)	4.0 C.Y.	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	\$ _____	_____	\$ _____	_____



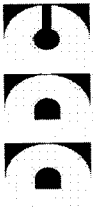
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			DOLLARS	CTS	
6.40 B (041)	18.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE B)	\$ _____	_____	\$ _____
6.43 (042)	748.0 SETS	PHOTOGRAPHS	\$ _____	_____	\$ _____
6.44 (043)	5,198.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ _____	_____	\$ _____
6.47 PCA (044)	14,813.0 S.F.	FURNISH AND INSTALL PERMEABLE CONCRETE PAVERS ON STONE BASE	\$ _____	_____	\$ _____

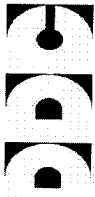
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			DOLLARS	CTS	DOLLARS	CTS
6.49 (045)	110.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$		\$	
6.50 (046)	4.0 EACH	CLEANING OF DRAINAGE STRUCTURES	\$		\$	
6.52 (047)	1,250.0 P/HR	UNIFORMED FULL-TIME FLAGPERSON	\$		\$	
6.53 (048)	5,198.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$		\$	



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			DOLLARS	CTS	
6.55 (049)	710.0 L.F.	SAWCUTTING EXISTING PAVEMENT	\$ _____	_____ CTS	\$ _____
6.67 (050)	20.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ _____	_____ CTS	\$ _____
6.68 (051)	2,688.0 S.Y.	PLASTIC FILTER FABRIC	\$ _____	_____ CTS	\$ _____
6.75 (052)	282.0 C.Y.	GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	\$ _____	_____ CTS	\$ _____

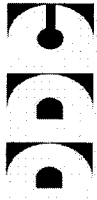
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			DOLLARS	CTS	DOLLARS	CTS
6.82 A (053)	28.0 S.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	\$ _____	_____ CTS	\$ _____	_____ CTS
6.82 B (054)	119.0 L.F.	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	\$ _____	_____ CTS	\$ _____	_____ CTS
6.83 AA (055)	19.0 S.F.	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	\$ _____	_____ CTS	\$ _____	_____ CTS
6.83 AB (056)	146.0 L.F.	FURNISHING NEW TRAFFIC SIGN POSTS	\$ _____	_____ CTS	\$ _____	_____ CTS



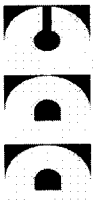
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			DOLLARS	CTS	
6.83 AR (057)	47.0 S.F.	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	\$	—	\$
6.83 BA (058)	66.0 S.F.	INSTALLING TRAFFIC SIGNS	\$	—	\$
6.83 BB (059)	146.0 L.F.	INSTALLING TRAFFIC SIGN POSTS	\$	—	\$
6.84 B (060)	1.0 F.S.	LOLLIPOP TYPE BUS STOP SIGNS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 8,500.00	\$	8,500.00	\$ 8,500.00

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			DOLLARS	CTS	DOLLARS	CTS
6.86 AA (061)	4.0 S.F.	FURNISHING NEW STREET NAME SIGNS	\$ _____	_____	\$ _____	_____
6.86 BA (062)	4.0 S.F.	INSTALLING STREET NAME SIGNS	\$ _____	_____	\$ _____	_____
6.87 (063)	800.0 EACH	PLASTIC BARRELS	\$ _____	_____	\$ _____	_____
6.91 (064)	4,108.0 L.F.	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
6.99 (065)	1.0 L.S.	AUDIO AND VIDEO DOCUMENTATION SURVEY	\$ _____	_____ CTS	\$ _____
60.11R520 (066)	707.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ _____	_____ CTS	\$ _____
60.11R606 (067)	107.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____
60.11R612 (068)	890.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
60.12D06 (069)	127.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____	\$ _____	_____
60.12D12 (070)	991.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____	\$ _____	_____
60.12D20 (071)	735.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____	\$ _____	_____
60.13M0A24 (072)	21.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	DOLLARS	CTS
61.11DMM06 (073)	6.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.11DMM12 (074)	7.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.11DMM20 (075)	2.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.11TWC03 (076)	1.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	

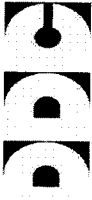
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Contract PIN 8502013HW0036C
Project ID HWPLZ009M

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
61.11TWC04 (077)	1.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.11TWC06 (078)	1.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.12DMM06 (079)	6.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.12DMM12 (080)	7.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
61.12DMM20 (081)	2.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____
61.12TWC03 (082)	1.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____
61.12TWC04 (083)	1.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____
61.12TWC06 (084)	1.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____

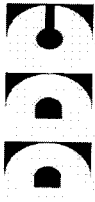
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			DOLLARS	CTS	DOLLARS	CTS
62.11SD (085)	6.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ _____	_____	\$ _____	_____
62.12SG (086)	6.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
62.13RH (087)	5.0 EACH	REMOVING HYDRANTS	\$ _____	_____	\$ _____	_____
62.14FS (088)	12.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ _____	_____	\$ _____	_____



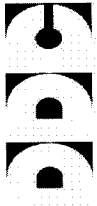
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			DOLLARS	CTS	
63.11VC (089)	11.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ _____	_____	\$ _____
64.11EL (090)	3.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ _____	_____	\$ _____
64.11ST (091)	3.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ _____	_____	\$ _____
64.12COEG (092)	55.0 I.F.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
64.12COLT (093)	55.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$		\$	
64.12ESEG (094)	75.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$		\$	
64.12ESLT (095)	55.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$		\$	
64.13WC12 (096)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$		\$	



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			DOLLARS	CTS	
65.11BR (097)	300.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ _____	_____	\$ _____
65.21PS (098)	1,862.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$ _____	_____	\$ _____
65.31FF (099)	5,625.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$ _____	_____	\$ _____
65.71SG (100)	202.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ _____	_____	\$ _____

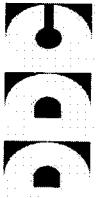
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			DOLLARS	CTS	DOLLARS	CTS
7.07 RB (101)	2.0 EACH	RETRACTABLE BOLLARD	\$ _____	_____	\$ _____	_____
7.12 A (102)	4.0 EACH	PROCTOR ANALYSIS	\$ _____	_____	\$ _____	_____
7.12 B (103)	16.0 EACH	IN-PLACE SOIL DENSITY TEST	\$ _____	_____	\$ _____	_____
7.13 B (104)	12.0 MONTH	MAINTENANCE OF SITE	\$ _____	_____	\$ _____	_____
		Unit price bid shall not be less than: \$ 8,600.00				



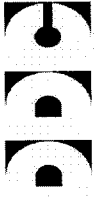
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			DOLLARS	CTS	
7.18 CM (105)	40.0 C.Y.	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	\$ _____	_____	\$ _____
7.36 (106)	3,300.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ _____	_____	\$ _____
7.50 BDFC (107)	50.0 EACH	BISTRO DURAFLOX FOLDING CHAIR	\$ _____	_____	\$ _____
7.50 BRFT24 (108)	20.0 EACH	BISTRO 24" ROUND FOLDING TABLE	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
7.50 ST (109)	4.0 EACH	STEEL BENCH BACKED	\$		\$	
7.50 STB (110)	8.0 EACH	STEEL BENCH BACKLESS	\$		\$	
7.54 BTD12 (111)	22.0 L.F.	BRONZE TRENCH DRAIN GRATE AND FRAME, 12 INCH WIDTH	\$		\$	
7.57 DGR (112)	20.0 L.F.	DRILLING AND GROUTING REINFORCING BARS	\$		\$	

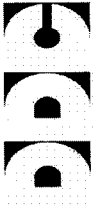


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			DOLLARS	CTS	
7.88 AA (113)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 500.00	\$ _____	_____	\$ _____
7.88 AB (114)	16.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$ _____	_____	\$ _____
7.88 AC (115)	16.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ _____	_____	\$ _____
7.88 AD (116)	27.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ _____	_____	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
70.61RE (117)	700.0 C.Y.	ROCK EXCAVATION	\$		\$	
70.61RR (118)	53.0 C.Y.	ROCK EXCAVATION WITHIN RAILROAD INFLUENCE AS PER RAILROAD GUIDELINES	\$		\$	
70.81CB (119)	517.0 C.Y.	CLEAN BACKFILL	\$		\$	
70.91SW12 (120)	2,740.0 S.F.	Unit price bid shall not be less than: \$ 15.00 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$		\$	



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			DOLLARS	CTS	
70.91SW20 (121)	10,000.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ _____	_____ CTS	\$ _____
72.11HF (122)	10.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ _____	_____ CTS	\$ _____
73.11AB (123)	2.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ _____	_____ CTS	\$ _____
73.21AC (124)	2.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ _____	_____ CTS	\$ _____

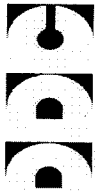
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			DOLLARS	CTS	DOLLARS
73.31AE0 (125)	2.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ _____	_____	\$ _____
73.41AG (126)	2.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____
73.51AS (127)	220.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ _____	_____	\$ _____
8.01 C1 (128)	1,000.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ _____	_____	\$ _____



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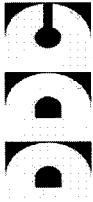
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			DOLLARS	CTS	
8.01 C2 (129)	2.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$		\$
8.01 H (130)	1.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$		\$
8.01 S (131)	1.0 L.S.	HEALTH AND SAFETY	\$		\$
8.01 W1 (132)	7.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$		\$

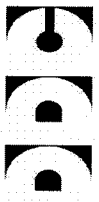
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			DOLLARS	CTS	DOLLARS	CTS
8.01 W2 (133)	1.0 SETS	SAMPLING AND TESTING OF WATER	\$		\$	
8.02 A (134)	789.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$		\$	
8.02 B (135)	40.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$		\$	
8.06 (136)	500.0 S.F.	SHEET MEMBRANE WATERPROOFING	\$		\$	



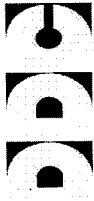
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			DOLLARS	CTS	DOLLARS	CTS
8.15 A (137)	1.0 EACH	DRINKING FOUNTAIN	\$ _____	_____	\$ _____	_____
9.04 HW (138)	1.0 F.S.	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 5,000.00	\$ 5,000.00	_____	\$ 5,000.00	_____
9.13 HD (139)	110.0 L.F.	6" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ _____	_____	\$ _____	_____
9.13 HD12 (140)	5.0 L.F.	12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
9.13 HD8 (141)	44.0 L.F.	8" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	\$		\$	
9.13 HDP (142)	420.0 L.F.	6" PERFORATED HIGH-DENSITY POLYETHYLENE UNDERDRAIN PIPE	\$		\$	
9.60 UTC (143)	1.0 EACH	UTILITY STORAGE COLUMN	\$		\$	
9.99 M (144)	6.0 MONTH	FLASHING ARROW BOARD	\$		\$	

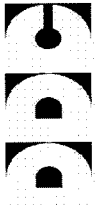


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			DOLLARS	CTS	
BMP-GI-7.17G (145)	86.0 C.Y.	OPEN-GRADED STONE BASE	\$ _____	_____	\$ _____
E 260519 D (146)	954.0 L.F.	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	\$ _____	_____	\$ _____
E 260533 AC (147)	318.0 L.F.	METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	\$ _____	_____	\$ _____
E 260533 D (148)	1.0 EACH	HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	\$ _____	_____	\$ _____

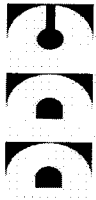


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			DOLLARS	CTS	DOLLARS	CTS
E 262726 A (149)	4.0 EACH	GFCI RECEPTACLE (DUPEX)	\$ _____	_____	\$ _____	_____
NYC-655.01010011 (150)	14.0 EACH	PAVER-GRADE SUSPENSION SYSTEM	\$ _____	_____	\$ _____	_____
PK-124C7 (151)	1.0 EACH	CATCH BASIN (DPR TYPE C-7)	\$ _____	_____	\$ _____	_____
PK-12A (152)	1.0 EACH	WATER TAP. 1" DIAMETER	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
PK-13D (153)	194.0 L.F.	TYPE K COPPER TUBING, 1" DIAMETER	\$ _____	_____	\$ _____
PK-143-1A (154)	1.0 EACH	RPZ & WATER METER WITH REMOTE - 1" DIA.	\$ _____	_____	\$ _____
PK-14C1 (155)	1.0 EACH	CURB VALVE- 1" DIAMETER	\$ _____	_____	\$ _____
PK-166 (156)	4.0 EACH	PLUG VALVE - 1" DIA.	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
PK-17 (157)	2.0 EACH	CAST IRON VALVE BOX, 5-1/4" DIAMETER	\$		\$	
PK-184-1W (158)	1.0 EACH	WALL HYDRANT - 1" DIAMETER	\$		\$	
SL-20.02.02 (159)	4.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$		\$	
SL-20.02.18 (160)	2.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DRAWING J-3788A FOR INSTALLING TYPE 30' DAVIT LAMPOST.	\$		\$	



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

Contract PIN 8502013HW0036C
Project ID HWPLZ009M

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
SL-20.08.01 (161)	2.0 EACH	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION	\$ _____	_____	\$ _____
SL-21.03.25 (162)	4.0 EACH	FURNISH AND INSTALL TYPE 2T, 4T, 6T, 8T OR 12T FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG J-5309.	\$ _____	_____	\$ _____
SL-21.03.28 (163)	4.0 EACH	FURNISH AND INSTALL TYPE 4S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER STD. DWG-J5308	\$ _____	_____	\$ _____
SL-21.09.05 (164)	2.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
SL-21.09.08 (165)	2.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$		\$	
SL-22.03.20 (166)	8.0 EACH	FURNISH TYPE STAD LUMINAIRE WITH 150 WATT HPS BALLAST WITH PEC RECEPTACLE FOR 100 VOLT LAMP	\$		\$	
SL-22.14.27 (167)	4.0 EACH	FURNISH AND INSTALL "HELM" OR EQUAL TYPE LUMINAIRE (SAG OR FLAT LENS) AND LAMP WITH PEC RECEPTACLE FOR 60 WATTS COSMOPOLIS LAMP	\$		\$	
SL-24.02.33A (168)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL "DAVIT" TYPE SHAFT EXTENSION (TWIN ARMS) ARM ON M-2 TRAFFIC POST. PRICE PER UNIT ITEM.	\$		\$	



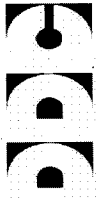
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			DOLLARS	CTS	
SL-26.01.01 (169)	12.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ _____	_____	\$ _____
T-1.1 (170)	1.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ _____	_____	\$ _____
T-1.18 (171)	1.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ _____	_____	\$ _____
T-1.20 (172)	3.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ _____	_____	\$ _____

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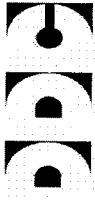


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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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			DOLLARS	CTS	DOLLARS	CTS
T-1.3 (173)	3.0 EACH	INSTALL TYPE "M2-5s" FOUNDATION	\$ _____	_____ CTS	\$ _____	_____ CTS
T-2.1 (174)	1.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____ CTS	\$ _____	_____ CTS
T-2.22 (175)	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____ CTS	\$ _____	_____ CTS
T-2.24 (176)	3.0 EACH	REMOVE TYPE "M" SERIES POST	\$ _____	_____ CTS	\$ _____	_____ CTS

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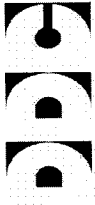


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			DOLLARS	CTS	DOLLARS	CTS
T-2.32 (177)	4.0 EACH	INSTALL STREET LIGHT LUMINAIRE SUPPORT ARM ON "M-2" POST	\$ _____	_____	\$ _____	_____
T-2.4 (178)	3.0 EACH	INSTALL TYPE "M-2" POST	\$ _____	_____	\$ _____	_____
T-20000 (179)	1.0 EACH	FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	\$ _____	_____	\$ _____	_____
T-20020 (180)	3.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____

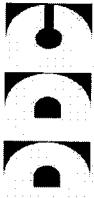
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			DOLLARS	CTS	DOLLARS	CTS
T-20160 (181)	3.0 EACH	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	\$ _____	_____	\$ _____	_____
T-20184 (182)	3.0 EACH	a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	\$ _____	_____	\$ _____	_____
T-20220 (183)	12.0 EACH	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____
T-3.1 (184)	11.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
T-3.18 (185)	5.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ _____	_____	\$ _____
T-3.21 (186)	12.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ _____	_____	\$ _____
T-30013L (187)	11.0 EACH	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	\$ _____	_____	\$ _____
T-31210 (188)	12.0 EACH	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
T-31225 (189)	1.0 EACH	c) "3MS"	\$ _____	_____	\$ _____	_____
T-31235 (190)	2.0 EACH	d) "4MS"	\$ _____	_____	\$ _____	_____
T-31351 (191)	6.0 EACH	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	\$ _____	_____	\$ _____	_____
T-33000L (192)	12.0 EACH	FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	\$ _____	_____	\$ _____	_____



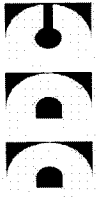
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			DOLLARS	CTS	DOLLARS	CTS
T-4.1 (193)	2.0 EACH	INSTALL ONE CONTROL BOX AND CONTROLLER ON ANY POST OR SUPPORT	\$ _____	_____	\$ _____	_____
T-4.8 (194)	2.0 EACH	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	\$ _____	_____	\$ _____	_____
T-5.2 (195)	370.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ _____	_____	\$ _____	_____
T-5.32 (196)	370.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
T-5.7 (197)	20.0 L.F.	FURNISH AND INSTALL ADDITIONAL 2" RIGID UNDERGROUND CONDUIT	\$		\$	
T-6.1 (198)	200.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$		\$	
T-6.10 (199)	740.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$		\$	
T-6.2 (200)	740.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$		\$	



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			DOLLARS	CTS	
T-60000B (201)	1,480.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ _____	_____	\$ _____
T-60040 (202)	1,110.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ _____	_____	\$ _____
T-60190 (203)	2,220.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ _____	_____	\$ _____
T-8.8 (204)	2.0 EACH	INSTALL CONCRETE PYLON	\$ _____	_____	\$ _____

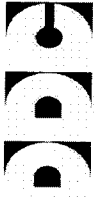
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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			DOLLARS	CTS	DOLLARS	CTS
T-8.9 (205)	2.0 EACH	REMOVE CONCRETE PYLON	\$		\$	
T-81000 (206)	2.0 EACH	FURNISH CONCRETE PYLON	\$		\$	
UTL-6.01.9 (207)	4.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$		\$	
UTL-6.03 (208)	225.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$		\$	



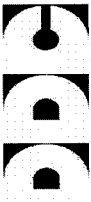
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			DOLLARS	CTS	
UTL-6.06 (209)	10.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	\$ _____	_____	\$ _____
UTL-6.07 (210)	10.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$ _____	_____	\$ _____
UTL-GCS-2WS (211)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 10,000.00	\$ 10,000.00	_____	\$ 10,000.00

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			DOLLARS	CTS	DOLLARS	CTS
6.39 A (212)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.				
SUB-TOTAL:			\$		\$	
TOTAL BID PRICE:			\$		\$	

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

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

(NO TEXT ON THIS PAGE)

**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: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

**WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE**

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

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

Name of Bidder: _____

Date of Bid Opening: _____

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

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Fax Number: _____

Bidder's E-Mail Address: _____

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

BID FORM

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

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

Section V: Vendor Certification and Required Affirmations:

I hereby:

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

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BID FORM

PROJECT ID. HWPLZ009M

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

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

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF _____ ss:

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

(Signature of Corporate Officer who signed the Bid)

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

Notary Public

AFFIRMATION

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

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

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

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

C- Corporation
EMPLOYER IDENTIFICATION NUMBER

By: _____
Signature

Title: _____

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

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

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

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

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

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

BID BOND 2

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

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

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

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

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

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

(NO TEXT ON THIS PAGE)

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

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 # 85013B0117 FMS Project ID#: HWPLZ009M
 Project Title/ Agency PIN # RECONSTRUCTION OF PLAZA DE LAS AMERICAS/ 8502013HW0036C
 Bid/Proposal Response Date SEPTEMBER 10, 2013
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave City Long Island City State NY Zip Code 11101
 Contact Person Jessica Lavides Title MWBE Liaison & Compliance Analyst
 Telephone # (718) 391-1065 Email LavidesJe@ddc.nyc.gov

Project Description (attach additional pages if necessary)

**RECONSTRUCTION OF PLAZA DE LAS AMERICAS
 WEST 175 TH STREET
 BETWEEN BROADWAY & ST. NICHOLAS AVENUE**

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
 CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
 STREET LIGHTING, AND TRAFFIC SIGNAL WORK
 Together With All Work Incidental Thereto**

**BOROUGH OF MANHATTAN
 CITY OF NEW YORK**

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
Unspecified	5 %
or	
Black American	UNSPECIFIED %
Hispanic American	UNSPECIFIED %
Asian American	UNSPECIFIED %
Women	UNSPECIFIED %
Total Participation Goals	5 % Line 1

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 \$	X	Agency Total Participation Goals (Line 1, Page 13) =	Calculated M/WBE Participation Amount \$ Line 2
--	------------------------------------	---	---	--

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

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

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

✓ Scopes of Subcontract Work

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

Tax ID #: _____

APT E-
PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____	Date _____
Print Name _____	Title _____

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

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement 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.

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

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

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

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

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

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

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

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

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

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

APPRENTICESHIP PROGRAM REQUIREMENTS

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

YES NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: HWPLZ009M

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

Name of Bidder: _____

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

_____ YES _____ NO

2. Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

_____ YES _____ NO

3. Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

_____ YES _____ NO

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

Bidder: _____

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

Date: _____

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

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

_____ Company has previously worked for DDC

2. Type(s) of Construction Work

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

3. Experience Modification Rate:

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

Project ID. _____

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

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

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

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

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

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

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

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

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

Project ID. _____

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

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

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

5. Safety Performance on Previous DDC Project(s)

_____ Contractor previously audited by the DDC Office of Site Safety.

DDC Project Number(s): _____

_____ Accident on previous DDC Project(s).

_____ Fatality or Life-altering Injury on DDC Project(s) within the last three years.
[Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].

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

Title: _____

(NO TEXT ON THIS PAGE)

Pre-Award Process

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

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) **Schedule of Aged Accounts Receivable,** including portion due within ninety (90) days.

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

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

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

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

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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

(NO TEXT ON THIS PAGE)

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

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

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

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

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

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

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

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

(NO TEXT ON THIS PAGE)

Certificate of No Change Form



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

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

Certificate of No Change Form



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

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

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

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

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
 _____, 20__

SIGNATURE

PRINTED NAME

TITLE

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

Notary Public

Dated:

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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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
Federally assisted	Prime and subcontractors	\$10,000 or greater	Construction Employment Report
City and state funded	Prime contractor	\$1,000,000 or greater	
	Subcontractor	\$750,000 or greater	
			Less than \$750,000

Prime Contractor:

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

Subcontractor:

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

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 4 – 8: Please provide the required contact information for your company. All contracts must have a designated Equal Employment Officer.
- Question 9: If you are a subcontractor, you must state the name of the contractor for whom you are providing the construction services.
- Question 10: Please provide the number of permanent employees in your company.
- Question 11a-h: 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 12 – 14: 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 15: 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 16: 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 17a – j: You must respond to the questions as to whether or not your firm has documents reflecting written policies, benefits and procedures. If so, then you must identify by name each document in which the policy(ies), procedure(s) and benefit(s) is located and submit copies of all of the document(s). If your firm follows unwritten practices or procedures, include an explanation of how they operate. Please submit the most current document(s), including all applicable amendments. Label each document and/or unwritten practice according to the question to which it corresponds (e.g. 18a, 18b, etc.)

Questions 18a – h: Inquires about the manner/methods by which you comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA).

Question 19: Inquires into where and how I-9 forms are maintained and stored.

Questions 20a – 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 21: Indicate the existence and location of all statements of your firm's Equal Employment Opportunity policy and attach a copy of each statement.

Question 22: Submit any current Affirmative Action Plan(s) created pursuant to Executive Order 11246.

Question 23: 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 24: If your employees have used the procedure in the last three (3) years, please submit an explanation in the format indicated below:

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
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Question 25: 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 26: 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 27: 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.

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
 Minority Owned Business Enterprise Locally based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
- 2a. If you are certified as an **MBE, WBE, or LBE**, 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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. _____
Employer Identification Number or Federal Tax I.D./ _____ Email Address
6. _____
Company Name
7. _____
Company Address and Zip Code
8. _____
Chief Operating Officer Telephone Number
9. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")
10. _____
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")
11. Number of employees in your company: _____

12. Contract information:

- (a) _____ Contracting Agency (City Agency) (b) _____ Contract Amount
(d) _____ Procurement Identification Number (PIN) (e) _____ Contract Registration Number (CT#)
(f) _____ Projected Commencement Date (g) _____ Projected Completion Date

(h) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

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

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

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 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.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

- | | | |
|-----------------------------------|--------|-------|
| (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.

22. 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.

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

___ Minorities and Women

___ Individuals with handicaps

___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ___ Subcontractor X
- 1a. Are M/WBE goals attached to this project? Yes ___ No ___
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
___ Minority Owned Business Enterprise ___ Locally based Business Enterprise
___ Women Owned Business Enterprise ___ Emerging Business Enterprise
- 2a. If you are certified as an **MBE, WBE, or LBE**, 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 ___

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. _____
Employer Identification Number or Federal Tax I.D./ _____ Email Address
6. _____
Company Name
7. _____
Company Address and Zip Code
8. _____
Chief Operating Officer Telephone Number
9. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")
10. _____
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")
11. Number of employees in your company: _____

12. Contract information:

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

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

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

(h) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

15. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 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.

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

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

- | | | |
|-----------------------------------|--------|-------|
| (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.

22. 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.

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

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

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

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

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

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 ___

If you are certified as an MBE, WBE, LBE 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

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: _____

Procurement Identification Number (PIN)
(City contracts only)

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

Block and Lot Number
(ICIP projects only)

ICIP Application Number
(ICIP projects only)

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 _____

(NO TEXT ON THIS PAGE)

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

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

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

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

FEMALES

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

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

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

FEMALES

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: _____

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

Total (Col. #1-10): _____

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

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

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

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): _____

FEMALES

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

MALES

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

J

H

A

TRN

TOT

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

(NO TEXT ON THIS PAGE)



**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY AND ST. NICHOLAS AVENUE

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

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

Contractor.

Dated _____, 20____



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

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

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: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

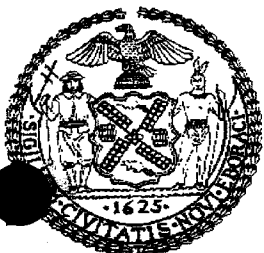
**WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE**

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
RBA GROUP



FEBRUARY 28, 2013

13-062



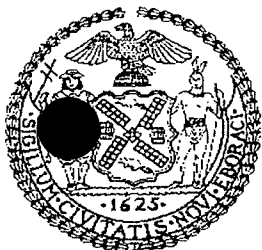
**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

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

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED
FOR:



FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
IN-HOUSE DESIGN

MARCH 3, 2010



Notice to Bidders:

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and Contractor receives notice of its implementation, Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of this contract. For each subcontractor listed, Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under [section 3.02 of Appendix A][Article 17 of the Standard Construction Contract] and PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. 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...

When the subcontractor reporting system is implemented, Contractor will receive a written notice from the City which will contain the information the Contractor will need to list its subcontractors and report payments. Contractor will not be required to comply with the requirements set forth herein until such notice is issued. Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and may 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. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

(NO TEXT ON THIS PAGE)

NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
 - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
 - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

NOTICE TO BIDDERS

Please be advised that the City of New York has revised the form of the performance bond that is required for City construction contracts that exceed \$5 million. The form of bond required for contracts that do not exceed \$5 million has not changed. The City's payment bond remains unchanged.

The bond form for contracts that do not exceed \$5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program. The SBA's Bond Guarantee Program enables eligible small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. For information concerning the SBA program, including current limits on what size contracts are eligible for participation in the program, go to www.sba.gov/osg. If you are interested in participating in this program, we suggest that you contact your broker or the SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime contractors who are awarded contracts greater than \$5 million to allow their subcontractors to use the SBA-approved form, particularly on contracts that are subject to Local Law 129 (the M/WBE program), if the prime contractor requires subcontractors to obtain performance bonds.

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

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

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included as page A-1 of the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Bid Submission Requirements

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

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

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

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

**FAILURE TO SUBMIT ITEMS (4) THROUGH (10)
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

SAFETY REQUIREMENTS

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

I. POLICY ON SITE SAFETY

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

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA) including, but not limited to "Respiratory Protection" (29 CFR 1910.134), "Permit-Required Confined Spaces" (29 CFR 1910.146), and "Hazard Communication" (29 CFR 1910.1200);
- ❑ New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 753
- ❑ NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

II. PURPOSE

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

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QACS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

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Construction Safety Unit: A part of QACS within the Division of Technical Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

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

Job Hazard Assessment (JHA): A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

Jobsite Safety Coordinator: A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a CM, retained by DDC.)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

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Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. Resident Engineer / Construction Project Manager / Construction Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

B. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- As part of the Site Safety Plan, prepare a site specific MPT (if not otherwise provided in the contract documents) and comply with all of its provisions.

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- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

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

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

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

1. **Responsibility and Organization:** Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
2. **Communication:** Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
3. **Job Hazard Assessment:** A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
4. **Accident/Exposure Investigation:** Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
5. **Hazard Correction:** Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards
6. **Training:** Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.

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7. Recordkeeping: Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection

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- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

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

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by DDC personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

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- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which will be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

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CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

SEPTEMBER 2008

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**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

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

CHAPTER I
THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

1.1.6 The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

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

ARTICLE 2. DEFINITIONS

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

2.1.1 "Addendum" or "Addenda" shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

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

2.1.3 "Agency Chief Contracting Officer" (ACCO) shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

2.1.4 "City" shall mean the City of New York.

2.1.5 "**City Chief Procurement Officer**" (CCPO) shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction.

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

2.1.7 "**Comptroller**" shall mean the Comptroller of the City of New York.

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

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

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

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

2.1.12 "**Days**" shall mean calendar days, except where otherwise specified.

2.1.13 "**Engineer**" or "**Architect**" or "**Project Manager**" shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be.

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

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

2.1.16 "**Federal-Aid Contract**" shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.17 "**Final Acceptance**" shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.18 "**Final Approved Punch List**" shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.19 "**Law**" or "**Laws**" shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a Statute of the United States or

of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.20 "**Materialman**" shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.21 "**Means and Methods of Construction**" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.22 "**Other Contractor(s)**" shall mean any Contractor (other than the entity which executed this Contract or its Subcontractors) who has a contract with the City for work on or adjacent to the building or site of the Work.

2.1.23 "**Payroll Taxes**" shall mean State Unemployment Insurance ("SUI"), Federal Unemployment Insurance (FUI) and payments pursuant to the Federal Insurance Contributions Act ("FICA").

2.1.24 "**Project**" shall mean the public improvement to which this Contract relates.

2.1.25 "**Procurement Policy Board**" (PPB) shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.26 "**Required Quantity**" in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.27 "**Resident Engineer**" shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.28 "**Site**" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

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

2.1.30 "**Subcontractor**" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.31 "**Substantial Completion**" shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely, complete.

2.1.32 "**Treasurer**" shall mean the Commissioner of the Department of Finance of the City of New York.

2.1.33 "**Work**" shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise control code provisions.

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

emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the Department of Environmental Protection.

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the agency letting this contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the Agency issuing this solicitation.

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

5.4.3 Best Available Technology

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

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

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

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

5.4.3(d)(1) Where the agency makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(2) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(3) In determining which technology to use for the purposes of Articles 5.4.3(d)(1) and 5.4.3(d)(2) above, Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(4) Contractors shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the ACCO of the Agency issuing the solicitation. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(1) and 5.4.3(d)(2) above shall expire after one hundred eighty days, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the Agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

5.4.6(1) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(2) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(3) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(4) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(5) The locations where such Nonroad Vehicles were used; and

5.4.6(6) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the Contractor's efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million.

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

**ARTICLE 7. PROTECTION OF WORK AND OF PERSONS
AND PROPERTY; NOTICES AND INDEMNIFICATION**

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The **Contractor's** notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as [the Contractor] as Named Insured." The **Contractor's** notice to the insurance carrier shall contain the following information: the name of the **Contractor**, the number of the **Contract**, the date of the occurrence, the location (street address and borough) of the occurrence, and the identity of the persons or things injured, damaged or lost.

7.3.2(a) At the time notice is provided to the insurance carrier(s), the **Contractor** shall provide copies of such notice to the **Comptroller** and the **Commissioner**. Notice to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. Notice to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party

claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The **Contractor** waives all rights against the **City** for any damages or losses for which either is covered under any insurance required under Article 22 (whether or not such insurance is actually procured) or any other insurance applicable to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**.

7.6 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the Notice to Proceed with this **Contract**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the City of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to enable the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay, by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this article.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** shall determine that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this article (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to this **Contractor's** failure to comply with the **Engineer's** direction promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a **Subcontractor** of such **Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any suit based upon such claim and if any judgment or claims (even if the allegations of the suit are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this article and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **Commissioner** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officers, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **Commissioner** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **Commissioner** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **Commissioner** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the **Commissioner** or the Board.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **Commissioner** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **Commissioner** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original bid amount;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **Commissioner** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **Commissioner** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **Commissioner** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **Commissioner**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency Contract** file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the Corporation Counsel and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any other **Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the **Work** as provided herein.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth in Articles 14.2.1 and 14.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.4 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the specifications, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by this article. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Commissioner** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No work may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**, the portion of the **Work** and materials which it is to perform and furnish, the cost of the subcontract, the VENDEX questionnaire if required, and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.4 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is qualified or not qualified. If the proposed **Subcontractor** is not qualified, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted on the **Site** unless approved.

17.5 Before entering into any subcontract hereunder, the **Contractor** shall inform the **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall

expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.6 Documents given to a **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.7 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.8 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** have either their own insurance coverage or are covered by the **Contractor's** insurance as required by Article 22.

17.9 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.9.1 **Payment to Subcontractors:** The agreement between the **Contractor** and its **Subcontractors** shall contain the same terms and conditions as to method of payment for **Work**, labor and materials, and as to retained percentages, as are contained in this **Contract**.

17.9.2 **Prevailing Rate of Wages:** The agreement between the **Contractor** and its **Subcontractors** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.9.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and its **Subcontractors** in excess of \$50,000 shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 et. seq.).

17.10 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally adjusted.

17.11 On **Contracts** where 100% performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.12 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all work performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V CONTRACTOR'S SECURITY AND GUARANTY

ARTICLE 19. SECURITY DEPOSIT

19.1 The bid deposit, if required, shall be retained by the **Comptroller** as security for the **Contractor's** faithful performance of the **Contract** and will be returned to the **Contractor** only after the sum retained under Article 21 equals the amount of the bid deposit, subject to the other provisions of this **Contract**. If performance and payment bonds are required, any bid security posted shall be returned within a reasonable time after posting of such bonds and execution of this **Contract** by the **City**. When no partial payments are provided, the bid deposit will be released when final payment is certified to the **Comptroller** for payment.

19.2 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.2.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.2.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where 100% performance bonds and payment bonds are executed, this article does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond, the **City** shall, in accordance with the terms of this article, guarantee payment of all lawful demands for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of this Article 20.3.

20.3.2 Nothing in this article shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.3 All demands made against the **City** pursuant to this article shall be made within four (4) months from the date payment is due on the invoice or invoices submitted by the beneficiary to the **Contractor** for labor or **Work** done or for materials or supplies delivered, or, if the demand is for wages, four (4) months from the date the wages were due to be paid to the beneficiary.

20.3.4 All demands made against the **City** by such beneficiary shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand, and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.5 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.6 The **City** will not initiate the payment process of this article or make payment on a demand where the beneficiary making the demand has filed a lien against the **Work** or otherwise sues the **City** prior to receiving a written notice from the **City** that it will not pay the demand.

20.3.7 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorney's fees.

20.4 Upon the receipt by the **City** of a demand pursuant to this article, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof, and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) days of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic

and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.2 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a lien has been filed, the terms and conditions set forth in Article 23 shall apply.

20.5 The provisions of this article shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB Rules**, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this article, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this article shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this article shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or his **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this article within the one year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires 100% performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded does not exceed \$500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require 100% performance and payment security and if the price for which this **Contract** was awarded exceeds \$500,000, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: From the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), the **Contractor** shall effect and maintain the following types of insurance if and as indicated in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be issued by companies that meet the standards of Article 22.2.1 and shall be primary (and non-contributing) to any insurance or self-insurance maintained by the **City**.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide a Commercial General Liability Insurance policy covering the **Contractor** as Named Insured and the **City** as an Additional Insured. This policy shall protect the **City** and the **Contractor** from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this policy shall be at least as broad as that provided by ISO Form CG 0001 (10/01 ed.), must be "occurrence" based rather than "claims-made", and shall include, without limitation, the following types of coverage: Premises Operations, Products and Completed Operations, Contractual Liability (including the tort liability of another assumed in a contract), Broad Form Property Damage, Medical Payments, Independent Contractors, Personal Injury (Contractual Exclusion deleted), Explosion, Collapse and Underground Property, and Incidental Malpractice. If such insurance contains an aggregate limit, it shall apply separately to this **Project**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City**, together with its officials and employees, as an Additional Insured under this policy. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as either Insurance Services Office ("ISO") Form CG 20 10 (07/04 ed.) or Form CG 20 33 (07/04 ed.) and shall provide completed operations coverage at least as broad as CG 20 37 (07/04 ed.).

22.1.1(b) If this **Contract** is equal to or greater than Ten Million Dollars (\$10,000,000.00), each Commercial General Liability Insurance policy provided shall contain each of the following endorsements:

22.1.1(b)(i) The Duties in the Event of Occurrence, Claim or Suit condition of the policy is amended per the following: If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the **City of New York** as Additional Insured under this policy, such knowledge by an agent, servant, official, or employee of the **City of New York** will not be considered knowledge on the part of the **City of New York** of the "occurrence", "claim", or "suit" unless the following position shall have received notice thereof from such agent, servant, official, or employee: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department; and

22.1.1(b)(ii) Any notice, demand or other writing by or on behalf of the Named Insured to the Insurance Company shall also be deemed to be a notice, demand, or other writing on behalf of the **City** as Additional Insured. Any response by the Insurance Company to such notice, demand or other writing shall be addressed to Named Insured and to the **City** at the following addresses: Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, N.Y. 10007; and Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, NY 10007.

22.1.2 Workers' Compensation Insurance and Disability Benefits Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Workers Compensation Insurance and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.3 Employers' Liability Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, Employers Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his/her employment under this **Contract** (except for those qualifying for insurance pursuant to Article 22.1.4).

22.1.4 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: The **Contractor** shall provide, and ensure that each **Subcontractor** provides, insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.5 Builders' Risk Insurance: The **Contractor** shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the **Work** performed in accordance with Schedule A, as well as the value of any equipment, supplies and/or material for the **Project** that may be in storage (on or off the **Site**) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the **City** held in their care, custody and/or control. Such policy shall name as insureds the **City**, the **Contractor**, and its **Subcontractors**. The Builders' Risk policy shall contain the following endorsements:

22.1.5(a) The **City** and the **Contractor** shall be named as loss payee for the **Work** in order of precedence, as their interest may appear; and

22.1.5(b) In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and

22.1.5(c) In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor."

22.1.6 Comprehensive Business Automobile Liability Insurance: The **Contractor** shall provide a Comprehensive Business Automobile Liability policy for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this **Contract**. Coverage should be at least as broad as ISO Form CA0001, ed. 10/01.

22.1.6(a) If autos are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.7 Pollution/Environmental Liability Insurance: The **Contractor** shall provide Pollution/Environmental Liability Insurance covering bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a

result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, suit, or proceedings against the **City** arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured. Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees, and shall be at least as broad as provided to the **Contractor** for this **Project**.

22.1.7(a) If such coverage is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years from the time the **Work** under this **Contract** is completed.

22.1.8 Marine Insurance:

22.1.8(a) Marine Protection and Indemnity Insurance: The **Contractor** shall provide a Marine Protection and Indemnity policy with coverage at least as broad as policy form SP-23. The policy shall provide coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured for bodily injury and property damage arising from marine operations under this **Contract** including injury or death of crew members (if not fully provided through other insurance), damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision.

22.1.8(b) Ship Repairers Legal Liability Insurance: The **Contractor** shall provide a Ship Repairers Legal Liability Insurance policy covering all repair operations under this **Contract** at or in the vicinity of a designated approved port or yard under this **Contract**. The policy shall provide coverage from the point of acceptance of care custody and control of any **City** vessel. The policy shall provide Bailee Coverage for any **City** vessel in the **Contractor's** care, custody and control and coverage for damage to property of others caused by any **City** vessel in the **Contractor's** care custody and control.

22.1.8(c) Collision Liability/Towers Liability Insurance: The **Contractor** shall provide a Collision Liability/Towers Liability Insurance policy with coverage for the **Contractor** and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the American Institute Tug Form (08/01/76) for all tugs used under this **Contract** and Collision Liability per American Institute Hull Clauses (6/2/77).

22.1.8(d) Marine Pollution Liability Insurance: The **Contractor** shall provide a Marine Pollution Liability Insurance policy covering itself as Named Insured and the **City** (together with its officials and employees) as Additional Insured for liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources. Coverage under this policy shall be at least as broad as that provided by Water Quality Insurance Syndicate Form (09/98 ed.).

22.1.9 The **Contractor** shall provide such other types of insurance, at such minimum limits, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess and umbrella policies of that type of coverage.

22.2.5 All required insurance policies, except for insurance required pursuant to Sections 22.1.2, 22.1.3, and 22.1.4, shall contain the following endorsement: "This policy may not be cancelled, terminated, modified or changed unless thirty (30) days prior written notice is sent by the Insurance Company to the Named Insured (or First Named Insured, as appropriate), the **Commissioner**, and to the **Comptroller**, attn: Office of Contract Administration, Municipal Building, Room 1005, New York, New York 10007."

22.3 Proof of Insurance:

22.3.1 Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, except for Workers Compensation Insurance and Disability Benefits Insurance and builders' risk insurance, file a Certificate of Insurance with the **Commissioner** pursuant to Article 22.6. For Workers' Compensation Insurance and Disability Benefits Insurance, the **Contractor** shall file proof of insurance in a form acceptable to the **Commissioner** within ten (10) **Days** of award. Accord forms are not acceptable proof of workers' compensation coverage. The Contractor must submit one of the following forms to the Department, or another form acceptable to the Department: C-105.2 -- Certificate of Workers' Compensation Insurance, or U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance. For builders' risk insurance, the **Contractor** shall file a Certificate of Insurance with the **Commissioner** at the direction of the **Commissioner** but in any event no later than ten (10) **Days** prior to commencement of the **Work**.

22.3.1(a) All Certificates of Insurance shall be in a form acceptable to the **City** and shall certify the issuance and effectiveness of the types of insurance specified in Schedule A, each with the specified minimum limits and evidence of the compliance with the Additional Insured or Named Insured provisions of Articles 22.1.1(a), 22.1.5, 22.1.7, and 22.1.8, as applicable. All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part II of Schedule A or completed copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

22.3.2 Certificates of Insurance confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such Certificates of Insurance shall comply with the requirements of Article 22.3.1(a) and, if applicable, Article 22.3.1(b).

22.3.3 The **Contractor** shall be obligated to provide the **City** with a copy of any policy required by this Article 22 upon the demand for such policy by the **Commissioner** or the New York City Law Department.

22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate hereunder does not excuse the **Contractor** from securing a policy consistent with all provisions of this Article or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.5 The **City** as Additional Insured or Loss Payee under **Subcontractors'** Insurance. The **Contractor** shall ensure that each **Subcontractor** name the **City** as Additional Insured or loss payee, as appropriate, under all policies covering **Work** performed by such **Subcontractor** under this **Contract**. The **City's** coverage as Additional Insured shall include the **City's** officials and employees and be at least as broad as that provided to the **Contractor**. The foregoing requirements shall not apply to insurance provided pursuant to Articles 22.1.2, 22.1.3, and 22.1.4.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 If the **Contract** involves disposal of hazardous materials, the **Contractor** shall dispose such materials only at sites where the disposal site operator maintains Pollution Legal Liability Insurance in the amount of at least \$2,000,000 for losses arising from such disposal site.

22.8 Materiality/Non-Waiver: The **Contractor's** failure to secure policy(ies) in complete conformity with this Article, or to give the Insurance Company timely notice of any sort required in this **Contract** on behalf of the **City**, or to do anything else required by this Article shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.9 Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the **Contractor** or **Subcontractors** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions as are available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this article, and return the balance, if any, without interest, to the **Contractor**.

23.3 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Agency** and with the **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain, from the monies due or to become due under this **Contract**, so much of such monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to Law.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guarantee are provided for.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers or lessees of the premises.

CHAPTER VI CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Laws** and this **Contract**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Department**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the item on a time and material basis for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is on a time and material basis in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned, necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by PRIMEDIA (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by PRIMEDIA (the "Blue Book"). The reasonable rental value is inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five percent of such rental rates; second shift shall be sixty percent of the first shift rate; and third shift shall be forty

percent of the first shift rate. Equipment on standby shall be reimbursed at one-third the prorated monthly rental rate. **Contractor**-owned equipment includes equipment from rental companies affiliated with or controlled by the **Contractor**, as determined by the **Commissioner**. In establishing cost reimbursement for non-operating contractor-owned equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Reasonable rental costs of non-**Contractor**-owned necessary plant and equipment other than small tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.7 Workers' compensation insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of workers' compensation insurance shall be based upon the Manual Rate for such insurance for the applicable work classifications/codes, in accordance with the most recent schedule promulgated by the New York Compensation Insurance Rating Board; plus

26.2.8 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.9 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than workers' compensation insurance; plus

26.2.10 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus item 26.2.9, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.11 Five (5%) percent of the total of items in Article 26.2.6, 26.2.7, and 26.2.8 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall

be computed in accordance with items 26.2.1 through 26.2.8. If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 26.2.9 through 26.2.11. If the cost of the omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted work, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this article that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this article and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This article shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This article shall apply only to disputes about the scope of work delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this article shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this article shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this article, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either

party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the disputed presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any other **Contractor** with a **Contract** related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this article. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) days of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief Written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 **Agency Response.** Within thirty (30) days of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller Investigation.** The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in section 7-201 and 7-203 of the New York City Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) days any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, Agency representatives, and any other personnel desired by the **Comptroller**.

27.5.4 **Opportunity of Comptroller to Compromise or Adjust Claim.** The **Comptroller** shall have forty-five (45) days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) days from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 **Contract Dispute Resolution Board.** There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this article as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.1.1 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.2 A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the City.

27.7 **Petition to the Contract Dispute Resolution Board.** In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this article, the **Contractor**, within thirty (30) days thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract

Dispute Resolution Board at OATH's offices with proof of service on the Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) Days of its receipt of the petition by the Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 **Notification of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the Corporation Counsel, the Director of the Office of Construction, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 **Finality of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Laws and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this article.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this article shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this article.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Extra Work** on a Time and Material Basis ordered by the **Commissioner** under Article 25, or is performing disputed **Work**, or complying with a determination or order under protest in accordance with Articles 27 and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name and number of each **Worker** employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this article.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released

from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** or **Comptroller** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** or **Comptroller** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII
POWERS OF THE RESIDENT ENGINEER,
THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project** to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Resident Engineer**, or any other officer, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that

employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other **Contracts**, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "**Labor Law**"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its **Work** force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this article.

36.1.5- The aforesaid provisions of this article covering every **Contract** for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

36.2 The Contractor specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the Rules and Regulations promulgated thereunder. No **Contract** will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a Collective Bargaining Agreement or other **Contract** or memorandum of understanding, written

notification of its equal employment opportunity commitments under E.O. 50 and the Rules and Regulations promulgated thereunder; and

36.3.5 Will furnish all information and reports including an Employment Report before the award of the **Contract** which are required by E.O. 50, the Rules and Regulations promulgated thereunder, and orders of the Department of Business Services, Division of Labor Services ("**DLS**") and will permit access to its books, records and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the Rules and Regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in the **Agency** declaring the **Contractor** to be non-responsible.

The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title VIII of the Administrative Code;

36.5.2 every agreement between the **Contractor** and its **Subcontractors** in excess of \$50,000 shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in title viii of the Administrative Code (Section 8-101 et. seq.); and

36.5.3 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Section 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) calendar **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and days of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 **Prevailing Rate of Wages:** The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 **Minimum Wages:** Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**. Minimum wages shall be the rates fixed by Federal **Law** and regulations.

37.3 **Working Conditions:** No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees, that should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated wage scale as provided in Labor Law Section 220, as amended, or

37.4.1(b) Less than the stipulated minimum hourly wage scale as provided in Labor Law Section 220-d, as amended.

37.4.2 For any breach or violation of either Working Conditions (Article 37.3) and Minimum Wages (Article 37.2.6), the party responsible therefore shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any **Contracts** with the **City** of such party responsible, or may be recovered in suits brought by the Corporation Counsel in the name of the **City**, in addition to damage for any other breach of this **Contract**, a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel **Contracts** and enter into other **Contracts** for the completion of the original **Contract**, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this article and Labor Law Section 220, may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this article may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered

simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public work contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) **Labor Law Section 220**, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this article may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages and other stipulations contained in Sections 220 and 220-h of the **Labor Law**, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the **Workers' Compensation Law Section 51** notice, all other notices required by law to be posted at the **Site**, the **City** notice that this **Project** is a public works **Project** on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began **Work** and the time the employee left **Work**, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the Comptroller upon application by the **Agency**. In the alternative, subject to the approval of the CCPO, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice, to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public work project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand dollars, such notice shall also include a statement that, that each worker, laborer or mechanic be certified prior to performing any

Work as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. Worker, laborer or mechanic includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this article, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3.1 The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** Provide laminated identification badges which indicate the worker's, laborer's or mechanic's name, trade, employer's name and employment starting date (month/day/year). Further, require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 If this **Contract** is for an amount greater than \$1,000,000, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than \$750,000, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** or **Subcontractor(s)** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the **Labor Law**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by **Labor Law** Section 220 and of compliance with the training requirements of **Labor law** section 220-h set forth in Article 35.2. This certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law for the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** shall maintain on the **Site** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain pursuant to Labor Law Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Chapter VIII. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Engineer** that this Chapter VIII and the Labor Law, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

38.2 When directed by the **Engineer**, the **Contractor** or **Subcontractor** shall provide the **Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** void.

CHAPTER IX PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the Notice to Proceed, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed

under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once a month, the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the Bid will be applicable to payments made under this **Contract**. The provisions require the payment to **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) days after receipt of payment by the **City** pursuant to section 43.5 herein, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at a rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with section 756-b (1)(b) of the NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the **Contractor** by the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or suppliers for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 When the **Work** in the opinion of the **Commissioner**, has been substantially but not entirely completed, he/she shall issue a certificate of **Substantial Completion**.

44.2 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.2.1 A Final Verified Statement of any and all alleged claims against the **City** and any pending dispute resolution procedures in accord with the **PPB** Rules and this **Contract**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.2.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this article is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this article, will have waived any such claims.

44.2.2 A **Final Approved Punch List**.

44.2.3 Where required, a request for a substantial or final extension of time.

44.3 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a Partial and not a Final Payment. No **Substantial Completion** payment shall be made under this article where the **Contractor** shall fail to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.4 No further partial payments shall be made to the **Contractor** after the **Commissioner** issues a Certificate of **Substantial Completion**, except the **Substantial Completion** payment and **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.5 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any and all alleged claims against the **City**, and any pending dispute resolution procedures in accord with the **PPB Rules** and this **Contract**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30.) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the Corporation Counsel of the **City** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this article, is entitled to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this article is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Comptroller** from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred from commencing an action for breach of **Contract** under this provision to the extent permitted by **Law** and by the terms of the **Contract** provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in the position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X
CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the Progress Schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made.

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provision of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The previous provisions of this Chapter X shall be in addition to any and all other legal or equitable remedies permissible in the premises.

54.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

54.4 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

CHAPTER XI MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**;
and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any lawsuit, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any lawsuit be instituted or maintained on any such claims unless such lawsuit is commenced within six (6) months after the date the **Commissioner** issues a Certificate of **Substantial Completion** pursuant to Article 44; except that:

56.2.1 Any claims arising out of events occurring after the date the **Commissioner** issues a Certificate of **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies becomes due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such lawsuit shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall indemnify the **City** against any and all claims and judgments for damages for any infringement of copyright and patents or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the **Work**, including all costs and expenses which the **City** shall or may incur or be obligated to pay by reason thereof.

ARTICLE 58. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICES OF NOTICES

59.1 The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit.

59.2 Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, local taxes and Sales and Compensation Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor** or a **Subcontractor**, or to supplies and materials which even though they are consumed, are not incorporated into the completed **Work** (consumable supplies), and the **Contractor** and its **Subcontractors** shall be responsible for and pay any and all applicable taxes, including Sales and Compensation Use Taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all supplies and materials, other than consumable supplies, required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such supplies and materials shall be in full payment and consideration for the sale of such supplies and materials herein.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, etc., shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work** and labor.

62.3 The purchase by the **Contractor** of the supplies and materials sold hereunder shall be a purchase or procurement for resale and therefore not subject to the New York State or **City** Sales or Compensation Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the **Contractor** to the **City** is exempt from the aforesaid sales or compensating use taxes. With respect to such supplies and materials, the

Contractor, at the request of the **City**, shall furnish to the **City** such Bills of Sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such supplies and materials, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such materials as the property of the **City**.

62.4 Title to all materials to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such supplies and materials to the **Site** and prior to its becoming a part of the permanent structure and/or construction. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such materials and supplies in accordance with the provisions of this **Contract**, protect them, maintain them in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional materials in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** of supplies and materials to be sold hereunder shall also be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid Sales or Compensation Use Taxes, provided that the subcontract agreements provide for the resale of such supplies and materials prior to and separate and apart from the incorporation of such supplies and materials into the permanent structure and/or construction and that such subcontract agreements are in a form similar to this **Contract** with respect to the separation of the sale of materials from the **Work** and labor, services, consumable supplies and any other matters to be provided, and provided further that the subcontract agreements provide separate prices for materials and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for supplies and materials from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and Materialmen shall obtain any and all necessary **Contractor Exempt Purchase Certificates** or **Resale Certificates** from the appropriate governmental **Agency** or **Agencies**, and furnish a **Contractor Exempt Purchase Certificate** or **Resale Certificate** to all persons, firms or corporations from which they purchase supplies and materials for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this article shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this article shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental **Agency** or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental **Agency** that is a party in interest to the transaction, submitted bid, submitted proposal, **Contract**, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental **Agency** or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, **Contract**, or license entered into with the **City**, the State, or any political subdivision or

public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental **Agency** or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental **Agency** that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, **Contract**, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, **Contract**, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any **Contract**, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any **Contract**, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City Contracts**, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Agreement**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, **Work** done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its **Contracts**, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

64.2.1(b) For non-cancelable material and equipment, less salvage value, that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of:

64.2.1(b)(i) The direct cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, whichever is less, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000.) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000.) dollars and fifteen million (\$15,000,000.) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000.) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this article within ninety (90) days after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this article.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Material Contracts or Items: On all **Contracts** or items in a **Contract** where time and material records are specified as the basis for payment of the **Work**, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this article shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Cost shall not include overhead.

64.3 In no event shall any payments under this article exceed the **Contract** price for such items.

64.4 All payments pursuant to this article shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** of New York, State of New York, regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **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 New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a Court located other than in the **City** and State of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a State Court of competent jurisdiction located in the **City** and State of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a State Court of competent jurisdiction in the **City**.

65.3 If any provision(s) of this article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other **Agency** of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction **Contract** shall be awarded unless and until these requirements have been complied with in their entirety.

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprise ("LBEs"); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The prime **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBE's on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of **Contract**. Remedy for such breach of **Contract** may include the imposition of any or all of the following sanctions:

67.6.1 Reducing a **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 Where non-compliance is by an LBE, de-certifying and declaring the LBE ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells and transfers to the **City** all right, title and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or 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** and rules, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

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

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

69.2.1 Have no business operations in Northern Ireland, or

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 70. HEALTH INSURANCE COVERAGE

70.1 If the price for which this **Contract** was awarded exceeds \$100,000, or if the price for which this **Contract** was awarded when combined with other construction or services contracts awarded the **Contractor** by the **City** in the year prior to award of this **Contract** exceeds \$100,000, the **Contractor**, following registration of the **Contract**, shall be required to submit responses to requests for information regarding the nature of any health

insurance provided by the Contractor to its employees and their spouses and domestic partners, upon request of the Agency or other designated City agency.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law ("Finance Law"), shall not be utilized in the performance of this Contract except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code and the Penal Law are applicable under the terms of this Contract in relation to Conflicts of Interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The Written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered 9.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum of two million nine hundred eighty two thousand two hundred twenty eight dollars and one cent Dollars, (\$ 2,982,228.01), 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 New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" (available at <http://www.nyc.gov/dof>) in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a

payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

76.2 The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77 – PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added 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.

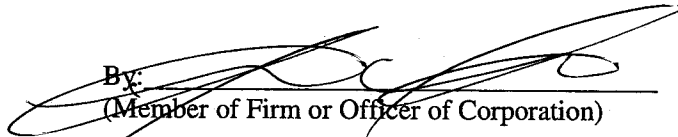
7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement 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: 
Deputy Commissioner

CONTRACTOR: Trocam Construction Corp.

By: 
(Member of Firm or Officer of Corporation)

Title: 

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


Secretary

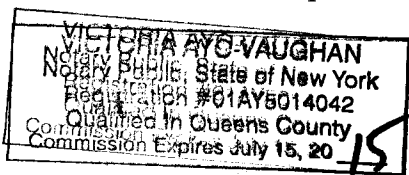
(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 9 day of Dec, 2014, before me personally came Anthony Santoro to me known who, being by me duly sworn did depose and say that he resides at 5770V 134th St that he is the CPRO

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

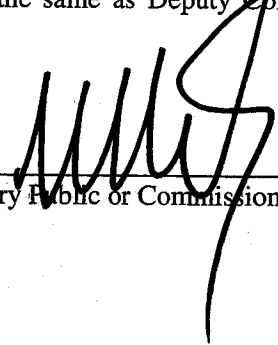
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 10th day of June, 2014, before me personally came Eric Macfarlane to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015



Notary Public or Commissioner of Deeds

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

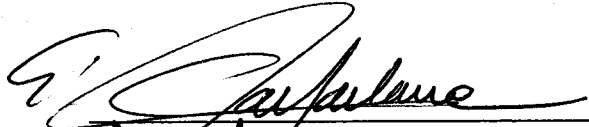
*Two million nine hundred eighty
nine thousand two hundred twenty
eight dollars and one cent*

Dollars (\$ 2,989,228.01)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.


Deputy Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 80 to 83): 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 #2 (Pages 82 to 85): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

Bond #015044824

KNOW ALL PERSONS BY THESE PRESENTS:
That we, Trocom Construction Corp.

46-27 54th Rd.

Maspeth, NY 11378

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

1200 MacArthur Blvd.

Mahwah, NJ 07430

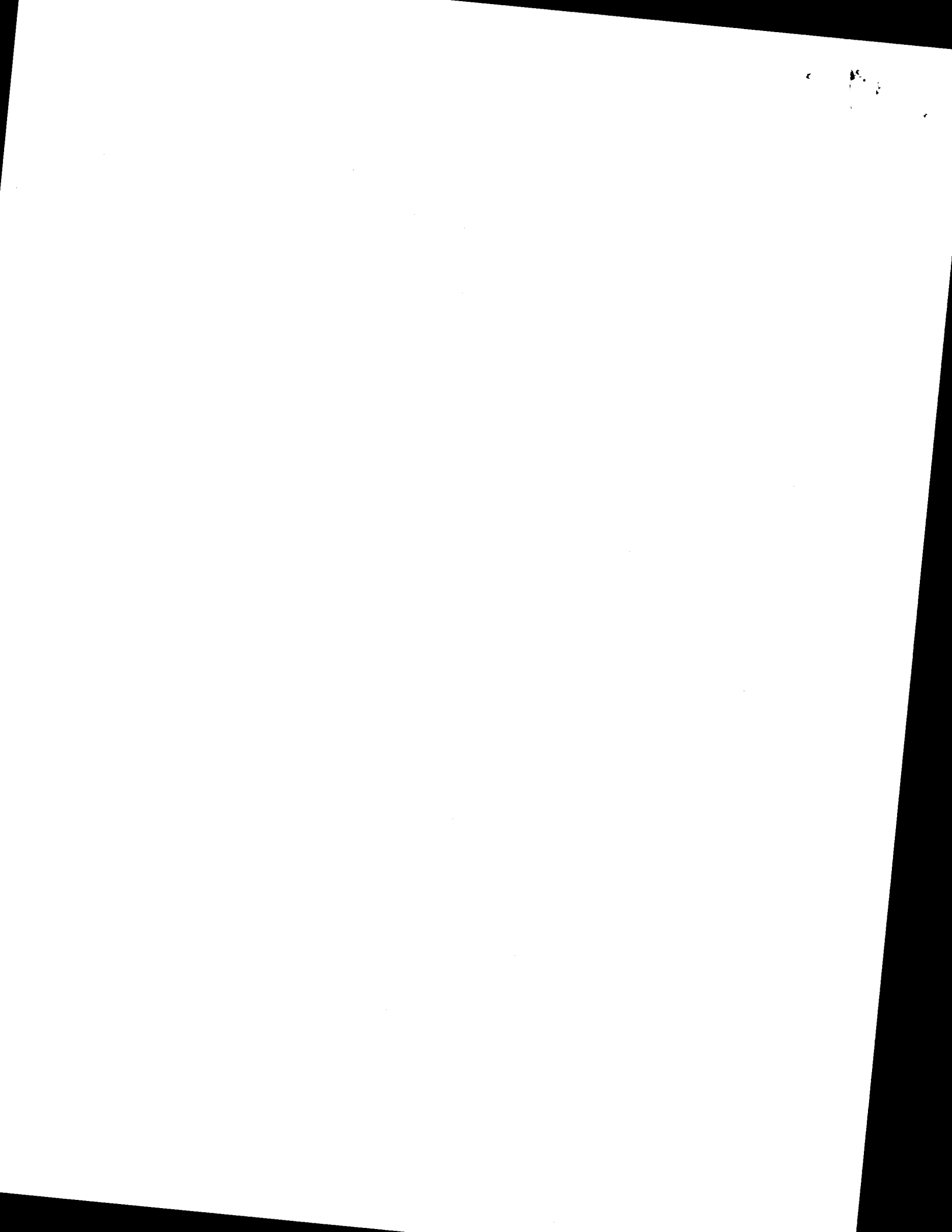
hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Two Million Nine Hundred Eight Nine Thousand Two Hundred Twenty Eight and 01/100

(\$ 2,989,228.01) 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: HWPLZ009M, E-PIN: 85013B0117001, DDC PIN: 8502013HW0036C - Reconstruction of Plaza De Las Americas West 175th St. Bet. Broadway & Wadsworth Ave. - Boro of Manhattan

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making



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

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

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

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

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ 4th _____ day of _____ June _____ 20 _____ 14 _____

(Seal) _____
Trocom Construction Corp. _____ (L.S.)

Principal

By: _____

(Seal)

Surety

By: _____

Liberty Mutual Insurance Company

(Seal)

Surety

By: _____

Susan P. Hammel, Attorney-In-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

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

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

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:

On this 6 day of June, 2014 before me personally

came ANTHONY J. SANTORO

to me known, who, being by me duly sworn did depose and say that he resides

at Staten Island; that he/she is the Vice President

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

Robert J. Stroh
Notary Public or Commissioner of Deeds.

ROBERT J. STROH
Notary Public, State of New York
No. 01516047402
Qualified in Queens County
Commission Expires Aug. 28, 2014

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally

came _____

to me known, who, being by me duly sworn did depose and say that he/she resides

at _____

_____ ; that he/she is _____ partner of

_____, a limited/general partnership existing under the laws of the State of

_____, the partnership described in and which executed the foregoing instrument;

and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of

said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally

came _____

to me known, who, being by me duly sworn did depose and say that he/she resides

at _____

_____, and that he/she is the individual whose name is

subscribed to the within instrument and acknowledged to me that by his/her signature on the

instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

SS:

COUNTY OF Queens

On this 6 day of June, 2014 before me personally came ANTHONY J. SANTORO to me known who, being by me duly sworn did depose and say that he resides at Astoria Island that he is the Vice President of Freedom Construction Corp the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to 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.

ROBERT J. STROHL
Notary Public, State of New York
No. 01576047408
Qualified in Queens County
Commission Expires Aug. 28, 2014
Robert J. Strohl
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF New York

SS:

COUNTY OF Nassau

On this 4th day of June, 2014, before me personally came Susan P. Hammel 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, 2018

Lynn Ann Infanti

My commission expires _____

Notary Public



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

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

Certificate No. 6529555

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Joseph Sforzo; Robert Kempner; Robert W. O'Kane; Susan P. Hammel

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 16th day of April, 2014.



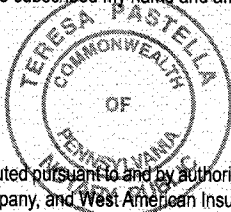
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 4th day of June, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2013

Assets	Liabilities
Cash and Bank Deposits \$1,118,180,550	Unearned Premiums \$5,940,431,054
*Bonds — U.S Government 1,888,225,943	Reserve for Claims and Claims Expense 17,305,063,560
*Other Bonds 12,039,490,815	Funds Held Under Reinsurance Treaties 212,659,311
*Stocks 9,030,962,112	Reserve for Dividends to Policyholders 1,226,236
Real Estate 251,301,907	Additional Statutory Reserve 63,348,980
Agents' Balances or Uncollected Premiums 4,781,042,931	Reserve for Commissions, Taxes and
Accrued Interest and Rents 149,855,386	Other Liabilities <u>5,826,683,629</u>
Other Admitted Assets <u>15,216,749,451</u>	Total \$29,349,412,770
Total Admitted Assets <u>\$44,475,809,095</u>	Special Surplus Funds \$55,686,852
	Capital Stock 11,250,000
	Paid in Surplus 7,898,288,167
	Unassigned Surplus 7,161,171,306
	Surplus to Policyholders <u>15,126,396,325</u>
	Total Liabilities and Surplus <u>\$44,475,809,095</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, 2013, 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 20th day of March, 2014.

T. Mikolajewski

Assistant Secretary

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

Bond #015044824

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Trocom Construction Corp.

46-27 54th Road

Maspeth, NY 11378

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

Two Million Nine Hundred Eighty Nine Thousand Two Hundred Twenty Eight and 01/100

(\$ 2,989,228.01) 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: HWPLZ009M, E-PIN: 85013B0117001, DDC PIN: 8502013HW0036C - Reconstruction
of Plaza De Las Americas West 175th St. Bet. Broadway & Wadsworth Ave. - Boro of Manhattan

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

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

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 4th day of June, 2014.

(Seal) Trocom Construction Corp. _____ (L.S.)
Principal

By: _____

(Seal) Liberty Mutual Insurance Company
Surety

By: Susan P. Hammel
Susan P. Hammel, Attorney-In-Fact

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

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

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

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

Payment Bond (Pages 86 to 89): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 6 day of June 2014, before me personally came Anthony J. Santoro to me known, who, being by me duly sworn did depose and say that he resides at Staten Island that he is the Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Robert N. H. H.
Notary Public or Commissioner of Deeds

ROBERT N. H. H.
Notary Public, State of New York
No. 01516047402
Qualified in Queens County
which Expires Aug. 28, 2014

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

100

ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

SS:

COUNTY OF Queens

On this 6 day of June, 2014 before me personally came ANTHONY J. SANBRO to me known, who, being by me duly sworn did depose and say that he resides at Staten Island that he is the Vice President of TLCOM Construction Corp. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to 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.

ROBERT J. BERONE
Notary Public, State of New York
No. 01ST6047402
Qualified in Queens County
Commission Expires Aug. 23, 2014

[Signature]
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF New York

SS:

COUNTY OF Nassau

On this 4th day of June, 2014, before me personally came Susan P. Hammel 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, 2018

My commission expires _____

[Signature]
Notary Public

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

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

Certificate No. 6529553

American Fire and Casualty Company
The Ohio Casualty Insurance Company

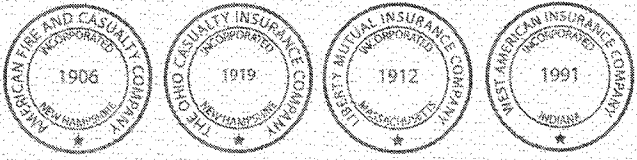
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Joseph Sforzo; Robert Kempner; Robert W. O'Kane; Susan P. Hammel

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 16th day of April, 2014



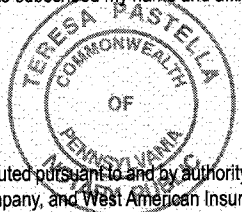
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 4th day of June, 2014



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2013

Assets	Liabilities
Cash and Bank Deposits.....	\$1,118,180,550
*Bonds — U.S Government.....	1,888,225,943
*Other Bonds.....	12,039,490,815
*Stocks.....	9,030,962,112
Real Estate.....	251,301,907
Agents' Balances or Uncollected Premiums.....	4,781,042,931
Accrued Interest and Rents.....	149,855,386
Other Admitted Assets.....	<u>15,216,749,451</u>
Total Admitted Assets.....	<u>\$44,475,809,095</u>
	Unearned Premiums..... \$5,940,431,054
	Reserve for Claims and Claims Expense..... 17,305,063,560
	Funds Held Under Reinsurance Treaties..... 212,659,311
	Reserve for Dividends to Policyholders..... 1,226,236
	Additional Statutory Reserve..... 63,348,980
	Reserve for Commissions, Taxes and
	Other Liabilities..... <u>5,826,683,629</u>
	Total..... <u>\$29,349,412,770</u>
	Special Surplus Funds..... \$55,686,852
	Capital Stock..... 11,250,000
	Paid in Surplus..... 7,898,288,167
	Unassigned Surplus..... 7,161,171,306
	Surplus to Policyholders..... <u>15,126,396,325</u>
	Total Liabilities and Surplus..... <u>\$44,475,809,095</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, 2013, 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 20th day of March, 2014.

T. Mikolajewski

 Assistant Secretary

Performance Bond #1 (Pages 80 to 83): 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 80 to 83): 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.)

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

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

Performance Bond #1 (Pages 80 to 83): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

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

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Performance Bond #2 (Pages 84 to 87): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS;

That we, _____

hereinafter referred to as the "Principal,"
and, _____

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

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for _____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #2 (Pages 84 to 87): 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 84 to 87): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____ 20_____.

(Seal)

Principal (L.S.)

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

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

Performance Bond #2 (Pages 84 to 87): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____

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

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

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

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

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

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

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

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

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

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

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

Payment Bond (Pages 88 to 91): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

(NO TEXT ON THIS PAGE)

SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

<u>CODE</u>	<u>CLASSIFICATION</u>
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

<u>CODE</u>	<u>CLASSIFICATION</u>
16 23 061	Operating Engineer-Road & Heavy Construction
16 23 062	Operating Engineer-Paving
16 23 063	Operating Engineer-Concrete
16 23 071	Teamster-Heavy Equipment Trailer Driver
16 23 072	Teamster-Dump Truck Driver
16 23 073	Teamster-Flat Bed Trailer Driver (3-Axle)
16 23 074	Teamster-Redi-Mix (Sand and Gravel)
16 29 011	Drill Runners
17 11 001	Plumbers
17 21 001	Painter (Brush & Roller)
17 31 001	Electrician
17 41 001	Bricklayer
17 41 002	Mason Tender
17 41 004	Cement Mason
17 42 002	Metallic Lather
17 51 001	Carpenter
17 51 002	Dock Builder
17 71 001	Cement & Concrete Worker
17 91 001	Structural Iron Worker
17 95 001	Barman
17 96 021	Derrickmen & Riggers
17 99 001	Ornamental Iron Worker
17 99 002	Sandblaster
17 99 005	Pointers (Waterproofer)
17 99 011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasył Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.90

Supplemental Benefit Rate per Hour: \$15.05

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.40

Supplemental Benefit Rate per Hour: \$38.44

Blaster (Hydraulic)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.17

Supplemental Benefit Rate per Hour: \$38.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$40.04
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$39.30
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$38.32
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Powder Carriers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$34.66
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$33.46
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$32.75
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.76
Supplemental Benefit Rate per Hour: \$38.44

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M. (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$49.47**

Supplemental Benefit Rate per Hour: **\$39.78**

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$59.08; For double overtime - \$78.37.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: **\$50.45**

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: The above rate applies to repair or maintenance and new construction; For time and one half overtime - \$61.37; For double overtime - \$81.43.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Quadruple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

Good Friday

Day after Thanksgiving

Day before Christmas

Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$46.44**

Supplemental Benefit Rate per Hour: **\$27.53**

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$48.08

Supplemental Benefit Rate per Hour: \$41.10

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2013 - 7/17/2013

Wage Rate per Hour: **\$46.74**

Supplemental Benefit Rate per Hour: **\$42.37**

Effective Period: 7/18/2013 - 6/30/2014

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$44.97**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Off shift work, commencing between 5:00 P.M. and 10:00 P.M. shall work eight and one half hours allowing for one half hour for lunch, but will be paid for 9 hours including benefits at the straight time rate for 8 hours.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.33

Supplemental Benefit Rate per Hour: \$26.17

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

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
§220 PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$38.63**

Supplemental Benefit Rate per Hour: **\$39.05**

Supplemental Note: Overtime supplemental benefit rate per hour: \$57.55

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$19.75**

Core Driller Helper

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$19.75

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$19.75

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$19.75

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$19.75

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$42.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$43.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$31.32

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.40

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$44.97

Diver Tender (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.05

Supplemental Benefit Rate per Hour: \$44.97

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.82

Supplemental Benefit Rate per Hour: \$44.97

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 but will be paid 113% of the straight time hourly wage and the straight time supplemental benefits.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.11

Supplemental Benefit Rate per Hour: \$40.20

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.61

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$57.16; for double time overtime Wage Rate - \$76.21

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.67

Supplemental Benefit Rate per Hour: \$40.20

Driver - Six Wheeler(3 Axle) Tractors & Trailers

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.11

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

Driver - Boom Truck

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.36

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Driver - Redi-Mix Driver (Sand & Gravel)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$37.27

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to be paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Electrician "A" (Day Shift)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$61.01

Supplemental Benefit Rate per Hour: \$52.47

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$91.52

Supplemental Benefit Rate per Hour: \$56.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$93.29
Supplemental Benefit Rate per Hour: \$57.97

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$68.34
Supplemental Benefit Rate per Hour: \$57.83

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$69.66
Supplemental Benefit Rate per Hour: \$59.59

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$102.51
Supplemental Benefit Rate per Hour: \$62.11

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$104.49
Supplemental Benefit Rate per Hour: \$63.96

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$26.50**

Supplemental Benefit Rate per Hour: **\$19.56**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$25.80**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$19.21**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$22.00**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$17.30**

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$26.30**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$19.96**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$22.50**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$18.06**

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$39.75**

Supplemental Benefit Rate per Hour: **\$21.23**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$38.70**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$20.83**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$33.00**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$18.68**

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$21.01**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$39.45**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$21.61**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$33.75**

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: **\$19.47**

Overtime

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Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$30.40**

Supplemental Benefit Rate per Hour: **\$13.90**

Supplemental Note: **\$12.40** only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: \$52.00
Supplemental Benefit Rate per Hour: \$47.90

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$49.34

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2013 - 5/20/2014
Wage Rate per Hour: \$39.42
Supplemental Benefit Rate per Hour: \$36.46

Effective Period: 5/21/2014 - 6/30/2014
Wage Rate per Hour: \$40.18
Supplemental Benefit Rate per Hour: \$37.73

Electrician - Electro Pole Maintainer

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Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: \$33.75

Supplemental Benefit Rate per Hour: \$32.83

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: \$34.40

Supplemental Benefit Rate per Hour: \$34.00

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.01

Supplemental Benefit Rate per Hour: \$34.48

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

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Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

Overtime Description

For Service Work: Double time - all work performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-A-alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$62.56

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.43

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.49

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.84

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$65.34

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.04

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.40

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$55.40**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$43.10**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$27.96**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

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§220 PREVAILING WAGE SCHEDULE

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.50

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.53

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.43

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$67.70

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$108.32

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.10

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: 51.75 overtime hours

Shift Wage Rate: \$112.16

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

Operating Engineer - Road & Heavy Construction VI

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.18

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$100.05

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

Operating Engineer - Road & Heavy Construction XI

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$64.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.94

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$98.45

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$58.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.85** overtime hours

Shift Wage Rate: **\$93.98**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$59.21**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$94.74**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$85.00**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$136.00**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$65.76**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$105.22**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$64.04**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$102.46**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.17

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$86.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.32

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.16

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$70.50
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$112.80

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$41.84
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$66.94

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$39.85
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$57.82
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$43.28
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.83

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$69.74

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$64.26

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$46.15**

Supplemental Benefit Rate per Hour: **\$38.50**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER (New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2013 - 10/31/2013
Wage Rate per Hour: **\$42.00**
Supplemental Benefit Rate per Hour: **\$33.24**
Supplemental Note: Supplemental Benefit Overtime Rate: **\$41.24**

Effective Period: 11/1/2013 - 6/30/2014
Wage Rate per Hour: **\$42.00**
Supplemental Benefit Rate per Hour: **\$34.09**
Supplemental Note: Supplemental Benefit Overtime Rate: **\$42.59**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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 under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.48

Supplemental Benefit Rate per Hour: \$33.31

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$34.01**

Supplemental Benefit Rate per Hour: **\$25.14**

House Wrecker - Tier B

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$23.75**

Supplemental Benefit Rate per Hour: **\$18.62**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.30**

Supplemental Benefit Rate per Hour: **\$43.54**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$46.75**

Supplemental Benefit Rate per Hour: **\$62.48**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.25

Supplemental Benefit Rate per Hour: \$33.25

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$24.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$23.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper (up to 3 years experience)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$12.30

Groundperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$12.30

Tree Remover / Pruner

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$29.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.25
Supplemental Benefit Rate per Hour: \$12.30

Watering - Plant Maintainer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.25
Supplemental Benefit Rate per Hour: \$12.30

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

Marble Finisher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

Marble Polisher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$34.73**

Supplemental Benefit Rate per Hour: **\$24.60**

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

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

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$34.07

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§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.77

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$14.08

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.43

Supplemental Benefit Rate per Hour: \$40.15

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$47.69

Supplemental Benefit Rate per Hour: \$48.87

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$44.39**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$35.11**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

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

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Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$37.50

Supplemental Benefit Rate per Hour: \$25.62

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$25.62

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$36.15
Supplemental Benefit Rate per Hour: \$9.66

Journeyman

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$33.62
Supplemental Benefit Rate per Hour: \$9.66

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

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All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$33.00**

Supplemental Benefit Rate per Hour: **\$11.62**

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$37.00**

Supplemental Benefit Rate per Hour: **\$11.62**

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$47.00

Supplemental Benefit Rate per Hour: \$32.08

Painter - Power Tool

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$32.08

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2013 - 4/30/2014

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Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.54

Supplemental Benefit Rate per Hour: \$33.55

Paver & Roadbuilder - Laborer

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.67

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.12

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.61

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.32

Supplemental Benefit Rate per Hour: \$33.55

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

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Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 20% over the single time rate for the screed person, rakers and shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$24.95

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

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The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.00

Supplemental Benefit Rate per Hour: \$25.74

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

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Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.76

Supplemental Benefit Rate per Hour: \$37.19

Supplemental Note: Overtime supplemental benefit rate per hour: \$74.10

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE) (Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$33.46

Supplemental Benefit Rate per Hour: \$16.93

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

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Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.11

Supplemental Benefit Rate per Hour: \$25.56

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
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.

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(Plumbers Local #1)

**PLUMBER: PUMP & TANK
(Installation and Maintenance)**

Plumber - Pump & Tank

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$53.01**

Supplemental Benefit Rate per Hour: **\$31.86**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**

Pointer - Waterproof, Caulker Mechanic

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Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.00

Supplemental Benefit Rate per Hour: \$27.37

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

President's Day

Memorial Day

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Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

**SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)**

Sandblaster / Steamblaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

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§220 PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.96

Supplemental Benefit Rate per Hour: \$43.19

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.77

Supplemental Benefit Rate per Hour: \$43.19

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

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Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2013 - 7/31/2013

Wage Rate per Hour: \$41.28

Supplemental Benefit Rate per Hour: \$22.88

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$23.38

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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Paid Holidays

None

(Local #28)

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.80

Supplemental Benefit Rate per Hour: \$42.17

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$52.50

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Supplemental Benefit Rate per Hour: **\$50.54**

Supplemental Note: Overtime supplemental benefit rate: **\$100.34**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$50.54**

Supplemental Note: Overtime supplemental benefit rate: **\$100.34**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

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Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)**

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$36.30
Supplemental Benefit Rate per Hour: \$11.76

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$29.82
Supplemental Benefit Rate per Hour: \$10.71

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$24.71
Supplemental Benefit Rate per Hour: \$9.80

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$21.21

Supplemental Benefit Rate per Hour: \$9.12

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$17.60

Supplemental Benefit Rate per Hour: \$8.50

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.95

Supplemental Benefit Rate per Hour: \$7.90

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$47.72

Supplemental Benefit Rate per Hour: \$35.28

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$44.32

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 1/1/2014 - 6/24/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$44.82
Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 6/25/2014 - 6/30/2014
Wage Rate per Hour: \$45.32
Supplemental Benefit Rate per Hour: \$21.66

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER (Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$35.94
Supplemental Benefit Rate per Hour: \$13.19
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

Overtime

Time and one half the regular rate after a 7 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Paid Holidays

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

- After 6 months.....one week.
- After 12 months but less than 7 years.....two weeks.
- After 7 or more but less than 15 years.....three weeks.
- After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.49

Supplemental Benefit Rate per Hour: \$27.40

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$48.35**

Supplemental Benefit Rate per Hour: **\$31.44**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.63

Supplemental Benefit Rate per Hour: \$44.54

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work, commencing between 5:00 P.M. and 11:00 P.M., shall work eight and one half hours allowing for one half hour for lunch but will be paid 113% of the straight time hourly wage and the straight time supplemental benefits.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.94

Supplemental Benefit Rate per Hour: \$42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$51.72

Supplemental Benefit Rate per Hour: \$46.03

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$49.48**
Supplemental Benefit Rate per Hour: **\$44.06**

All Others (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$45.73**
Supplemental Benefit Rate per Hour: **\$40.75**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$39.58**
Supplemental Benefit Rate per Hour: **\$35.25**

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

(NO TEXT ON THIS PAGE)

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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ASBESTOS HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 89% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$28.75

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$29.74

Boilermaker (Second Year: 1st Six Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.33

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.91

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.91

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.49

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$35.05

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.63

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$38.00

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$38.20

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$16.60

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$27.69

Effective 7/18/13 - Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$27.69

Effective 7/18/13 - Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$27.69

Effective 7/18/13 - Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour: \$27.69

Effective 7/18/13 - Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$18.04

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$15.25

Supplemental Benefit Rate per Hour: \$12.26

Overtime Wage Rate Per Hour: \$22.88

Overtime Supplemental Rate Per Hour: \$13.26

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$15.25

Supplemental Benefit Rate per Hour: \$12.51

Overtime Wage Rate Per Hour: \$22.88

Overtime Supplemental Rate Per Hour: \$13.51

Electrician (First Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$10.86

Overtime Wage Rate Per Hour: \$18.75

Overtime Supplemental Rate Per Hour: \$11.68

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$12.50

Supplemental Benefit Rate per Hour: \$11.11

Overtime Wage Rate Per Hour: \$18.75

Overtime Supplemental Rate Per Hour: \$11.93

Electrician (Second Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$18.05

Supplemental Benefit Rate per Hour: \$13.68

Overtime Wage Rate Per Hour: \$27.08

Overtime Supplemental Rate Per Hour: \$14.87

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$18.05

Supplemental Benefit Rate per Hour: \$13.93

Overtime Wage Rate Per Hour: \$27.08

Overtime Supplemental Rate Per Hour: \$15.12

Electrician (Second Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$11.88

Overtime Wage Rate Per Hour: \$21.75

Overtime Supplemental Rate Per Hour: \$12.83

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$12.13

Overtime Wage Rate Per Hour: \$21.75

Overtime Supplemental Rate Per Hour: \$13.08

Electrician (Third Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$20.15

Supplemental Benefit Rate per Hour: \$14.75

Overtime Wage Rate Per Hour: \$30.23

Overtime Supplemental Rate Per Hour: \$16.08

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$20.15

Supplemental Benefit Rate per Hour: \$15.00

Overtime Wage Rate Per Hour: \$30.23

Overtime Supplemental Rate Per Hour: \$16.33

Electrician (Third Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$12.89

Overtime Wage Rate Per Hour: \$24.75

Overtime Supplemental Rate Per Hour: \$13.98

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$13.14

Overtime Wage Rate Per Hour: \$24.75

Overtime Supplemental Rate Per Hour: \$14.23

Electrician (Fourth Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.10

Supplemental Benefit Rate per Hour: \$15.74

Overtime Wage Rate Per Hour: \$33.15

Overtime Supplemental Rate Per Hour: \$17.20

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.10

Supplemental Benefit Rate per Hour: \$15.99

Overtime Wage Rate Per Hour: \$33.15

Overtime Supplemental Rate Per Hour: \$17.45

Electrician (Fourth Year - Hired on or After 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$13.91

Overtime Wage Rate Per Hour: \$27.75

Overtime Supplemental Rate Per Hour: \$15.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16

Overtime Wage Rate Per Hour: \$27.75

Overtime Supplemental Rate Per Hour: \$15.38

Electrician (Fifth Year - Hired before 5/10/07)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$25.80

Supplemental Benefit Rate per Hour: \$19.21

Overtime Wage Rate Per Hour: \$38.70

Overtime Supplemental Rate Per Hour: \$20.83

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$26.30

Supplemental Benefit Rate per Hour: \$19.96

Overtime Wage Rate Per Hour: \$39.45

Overtime Supplemental Rate Per Hour: \$21.61

Electrician (Fifth Year - Hired on or After 5/10/07)

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Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$17.30

Overtime Wage Rate Per Hour: \$33.00

Overtime Supplemental Rate Per Hour: \$18.68

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.05

Overtime Wage Rate Per Hour: \$33.75

Overtime Supplemental Rate Per Hour: \$19.46

Overtime Description

For "A" rated Apprentices (work in excess of 7 hours per day)

For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$26.87

Elevator (Constructor) - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyperson's rate

Supplemental Rate Per Hour: \$27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.84

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(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Per Hour: \$26.79

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Benefit Per Hour: \$27.12

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Per Hour: \$28.43

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Per Hour: \$29.74

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.49

Supplemental Benefit Rate per Hour: \$20.68

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.92
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$33.73
Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$25.75

Floor Coverer (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$25.75

Floor Coverer (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$25.75

Floor Coverer (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$25.75

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$11.97

Glazier (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$21.13

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Glazier (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$23.54

Glazier (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$28.34

(Local #1281)

**HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.36
Supplemental Benefit Rate per Hour: \$16.35

House Wrecker - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$21.46
Supplemental Benefit Rate per Hour: \$16.35

House Wrecker - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$23.01
Supplemental Benefit Rate per Hour: \$16.35

House Wrecker - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$25.36
Supplemental Benefit Rate per Hour: \$16.35

(Local #79)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.78

Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.75

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.72

Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.66

Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.63

Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.57

Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.84

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.81

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.78

Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.72

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.66

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$24.48
Supplemental Benefit Rate per Hour: \$43.87

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$25.08
Supplemental Benefit Rate per Hour: \$43.87

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$25.68
Supplemental Benefit Rate per Hour: \$43.87

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.25

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**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.25

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.25

(Local #731)

**MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

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Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$20.63

Supplemental Benefit Rate per Hour: \$17.06

Mason Tender - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$21.73
Supplemental Benefit Rate per Hour: \$17.06

Mason Tender - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$23.33
Supplemental Benefit Rate per Hour: \$17.06

Mason Tender - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$25.93
Supplemental Benefit Rate per Hour: \$17.06

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$32.71
Supplemental Benefit Rate per Hour: \$24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$37.77
Supplemental Benefit Rate per Hour: \$25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

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Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.23

Supplemental Benefit Rate per Hour: \$31.51

Millwright (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$34.77

Millwright (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.77

Supplemental Benefit Rate per Hour: \$39.19

Millwright (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.30

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Supplemental Benefit Rate per Hour: \$44.63

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.19

Supplemental Benefit Rate per Hour: \$16.20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.77

Supplemental Benefit Rate per Hour: \$16.20

(Local #1010)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$11.38

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$18.75

Supplemental Benefit Rate per Hour: \$15.23

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Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.14

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$23.52

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

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(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$12.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$13.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$15.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$16.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$18.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$19.54

(Local #530)

PLUMBER

(Ratio of Apprentice to Journey person: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$17.96
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.06
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$22.91
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$24.31
Supplemental Benefit Rate per Hour: \$16.25

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$36.38
Supplemental Benefit Rate per Hour: \$16.25

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(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.00

Supplemental Benefit Rate per Hour: \$3.64

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$8.59

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.23

Supplemental Benefit Rate per Hour: \$11.34

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$11.34

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 30% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.37

Sheet Metal Worker - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.24

Sheet Metal Worker - Third Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.06

Sheet Metal Worker - Third Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.87

Sheet Metal Worker - Fourth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.69

Sheet Metal Worker - Fourth Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.33

Sheet Metal Worker - Fifth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.47

Sheet Metal Worker - Fifth Year(2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.23

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.30

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Steamfitter - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014

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)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 100% of Journeyman's rate
Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$30.04

Timberperson - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

Timberperson - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

Timberperson - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$30.04

(Local #1536)

(NO TEXT ON THIS PAGE)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$15.62

Supplemental Benefit Rate per Hour: \$1.72

Cafeteria Attendant

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$10.48**

Supplemental Benefit Rate per Hour: **\$1.72**

Counter Attendant

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$9.95**

Supplemental Benefit Rate per Hour: **\$1.72**

Kitchen Helper / Dishwasher

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$9.60**

Supplemental Benefit Rate per Hour: **\$1.72**

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$10.00**

Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

HEMECARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$10.00
Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$32.83
Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$11.50
Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.86
Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$21.23
Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$16.21
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.88
Supplemental Benefit Rate per Hour: None

Secretary (various)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$18.66
Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.02
Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3621
FAX NUMBER: (212) 669-8491

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

VOLUME 2 OF 3

Contractor.

Dated _____, 20____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

Dated _____, 20____



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY AND ST. NICHOLAS AVENUE

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

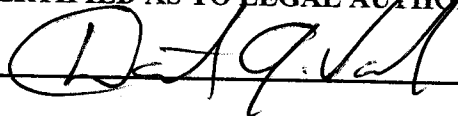
Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

Contractor.

Dated _____, 20____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY



Acting Corporation Counsel

K.T. 6/19/13

Dated June 19, 2013



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

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

VOLUME 3 OF 3

**SCHEDULE A
ADDENDA NOS. 1 TO 6**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

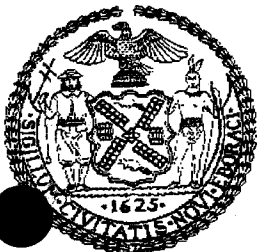
**WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE**

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
RBA GROUP



FEBRUARY 28, 2013

13-062

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following NYC Department of Transportation reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Cruz, Tel. (212) 839-9434

1. New York City Standard Highway Specifications, November 1, 2010
2. New York City Standard Highway Details of Construction, July 1, 2010
3. New York City Division of Street Lighting Specifications
4. New York City Division of Street Lighting Standard Drawings
5. New York City Standard Specifications for Traffic Signals
6. New York City Standard Drawings for Traffic Signals

The following reference documents for Sewer Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. William Patalano, Tel. (718) 391-2054

1. New York City DEP Standard Sewer Specifications, August 1, 2009
2. New York City DEP Instructions for Concrete Specifications, Jan. 92
3. New York City DEP General Specification 11-Concrete, November 1991
4. New York City DEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for Water Mains Work are available on-line at: http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. New York City Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009
2. New York City Department of Environmental Protection Water Main Standard Drawings
3. Specifications for Trunk Main Work, dated March 2012

The water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416. Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: <http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

SCHEDULE A

<u>REFERENCE</u>	<u>ITEM</u>	<u>REQUIREMENTS</u>
Section 26 Information for Bidders	Bid Security	See Attachment 1 (page A-1 of the Bid Booklet).
	Performance Security Payment Security	See Attachment 1 (page A-1 of the Bid Booklet).
Article 14 Contract	Date for Substantial Completion	See Page SA-2
Article 15 Contract	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time: <u>\$1,200.00</u>
Article 17 Contract	Subcontracts	Not to Exceed <u>50%</u> of Contract Price
Article 24 Contract	Deposit as Guarantee	Percent of Contract Price <u>1%</u>
	Maintenance Period	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
Article 77 Contract	M/WBE Program	See Subcontract Utilization Plan in the Bid Booklet
Section 6.40 Standard Highway Specifications	Liquidated Damages For Engineer's Field Office	For Each Calendar Day of Deficiency <u>\$250.00</u>
		If the Contractor fails to satisfactorily provide the field office and all equipment specified in 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.
Section 6.70 Standard Highway Specifications	Liquidated Damages For Maintenance and Protection of Traffic	For each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer: <u>\$250.00</u>
		For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: <u>\$500.00</u>

Section 7.13 Standard Highway Specifications	Liquidated Damages For Maintenance of Site	For Each Calendar Day, For Each Occurrence: <u>\$250.00</u>
<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>		

Date for Substantial Completion (Reference: Article 14)

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

The Base Contract Duration for this project is 365 consecutive calendar days ("ccds").

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

YES NO

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

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

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

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

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART I. MINIMUM LIMITS AND SPECIAL CONDITIONS

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>\$3,000,000 per occurrence</p> <p>\$6,000,000 aggregate (applicable separately to this Project)</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. <u>City of New York, including its officials and employees, and</u> 2. <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation.</u> 3. <u>Consolidated Edison</u>

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p> <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. 22.1.3 <input type="checkbox"/> Jones Act Art. 22.1.4 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.4 </p>	<p> Workers' Compensation: Statutory per New York State law without regard to jurisdiction Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction Employers' Liability: \$2,000,000 each accident <input checked="" type="checkbox"/> Additional Requirements: (1) <u>Two (2) certificates of such insurance or authority for self-insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004</u> </p>
<p> <input type="checkbox"/> Builders' Risk Art. 22.1.5 </p>	<p> _____ % of total value of Work City of New York and the Contractor named as Loss Payee for the Work in order of precedence, as their interests may appear </p>

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Comprehensive Business Auto Coverage Art. 22.1.6	\$2,000,000 per accident If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90. Additional Insureds: (1) <u>City of New York, including its officials and employees, and</u> (2) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</u>
<input type="checkbox"/> Pollution/Environmental Liability Art. 22.1.7	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.8(a)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input type="checkbox"/> Ship Repairers Legal Liability Art. 22.1.8(b)	\$ _____ each occurrence [Contracting agency to fill in total value of City vessels involved]
<input type="checkbox"/> Collision Liability/Towers Liability Art. 22.1.8(c)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.8(d)	\$ _____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>[OTHER] Art. 22.1.9</p> <p>■ Railroad Protection Liability Policy</p> <p>(ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:</p> <ul style="list-style-type: none"> • 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 <u>Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.</u> 	<p>\$2,000,000 per occurrence</p> <p>\$6,000,000 annual aggregate</p> <p>Named Insureds:</p> <p>1. <u>New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, the City of New York (as Owner) and all other indemnified parties.</u></p>

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

(PART I CONTINUED)

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

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>[OTHER]</p> <p>■ Professional Liability</p> <p>A. The Contractor’s Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor’s Professional Engineer or anyone employed by the Contractor’s Professional Engineer.</p> <p>B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor’s Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>	<p>Art. 22.1.9</p>
<p>[OTHER]</p> <p>■ Engineer’s Field Office</p> <p>Section 6.40, Standard Highway Specifications</p>	<p>Art. 22.1.9</p> <p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART II. BROKER'S CERTIFICATION

[Pursuant to Article 22.3.1(a) of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized official or broker]

[Name and title of authorized official (typewritten)]

Sworn to before me this
_____ day of _____, 200_

NOTARY PUBLIC

SCHEDULE A

(RELATING TO ARTICLE 22 – INSURANCE)

PART III. ADDRESS OF COMMISSIONER

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

DDC Director, Insurance Risk Manager

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

Long Island City, NY 11101

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS
WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

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

ADDENDUM NO. 1

DATED: May 24, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
- 2.. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised)
3. New Sections
4. Special Provisions

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**
Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety;
Substitute the following revised **Subsection 4.16.5.(B)**:

"(B) STUMP REMOVAL

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4. (H) PIGMENT;**
Delete the first three (3) paragraphs on page 219:
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS;**
Delete line (b) under the first paragraph;
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

- (c) Permits from the Department of Sanitation for use of City landfills;"

[Added 07-27-2011]

5. Refer to Page 37, **Subsection 1.06.46. (A) 6. Sign Graphics;**
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

[Added 04-08-2013]

7. Refer to Page 200, **Subsection 4.11.2. (B), first paragraph, sixth line;**
Delete the word "porcelain,".
8. Refer to Page 201, **Subsection 4.11.3. (B) FILL AND BACKFILL, second and third paragraphs;**
Delete the second and third paragraphs under Subsection 4.11.3. (B), in their entirety;
Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

9. Refer to Page 202, **Subsection 4.11.3.(E) GLASS;**
Add the following new **Subsection 4.11.3.(F) RECYCLED PORCELAIN**
AGGREGATE (RPA) :

“(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyi Kravchuk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material.”

10. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENTING,**
first four paragraphs;

Delete the first four paragraphs under Subsection 4.13.4.(H), in
their entirety;

Substitute the following revised four paragraphs:

“Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

'Commercial Gray': In commercial districts C4-4 through C4-7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield 'Landmarks Grey' K-157-4; L.M. Scofield 'Cool Black No. 4'; Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 05-24-2013]

11. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, first paragraph as modified by Article 4 on page A1-1b;
Add the following new text:

"(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."

12. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, second paragraph;
Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;**

Delete the text under **Subsections (a), (b), (c), (d), (h), (i), and (m)**, in their entirety;

Substitute the following revised text:

- “(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
- (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMS
- (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.”
- “(h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
- (i) Monitor: 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.”
- “(m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer.”

2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b);**
Delete the text under **Subsection (b)**, which begins with the words
“(b) One (1) 600 DPI HP Laser Jet . . .”, in its entirety;
Substitute the following revised text:

“(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers.”

3. Refer to Page 367, Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU), first paragraph;
 Delete the text in the first paragraph of Subsection 6.40.3., in its entirety;
 Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
 Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, in its entirety;
 Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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5. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
 Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection **7.20.4. METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4:**

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, Subsection **6.40.2.(C)(c)(1) "Personal Computer(s) - Workstation Configuration"**;
Delete the text under **Subsections (g) and (k)**, in their entirety;
Substitute the following revised text:

- (g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
- (k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, Subsection **6.40.2.(C)(c)(2) "All field offices requiring computers shall be provided with the following:"**;
Delete the text under **Subsection (a)**, in its entirety;
Substitute the following revised text:

- "(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum;
Delete the text under **Subsection (b)**, in its entirety;
Substitute the following words: **"(b) (No Text)."**

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 – Rodent and Waterbug Pest Control**;
Delete **Section 7.88**, in its entirety;
Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. Refer to Page 394, Subsection 6.52.3. METHODS;
Insert the following new sentence to the end of the third paragraph:

"However, on Federally Funded Projects all uniformed full-time flagpersons paid under this item, irrespective of where they are used in Examples #1 and #2, shall be deemed to be Laborers and shall not be paid less than the highest minimum hourly rate as set forth by Federal, State or City laws."

SECTION 7.88 (Revised)
Rodent and Waterbug Pest Control

7.88.1. DESCRIPTION. The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

7.88.2. MATERIALS. All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

7.88.3. PERSONNEL. The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

7.88.4. METHODS. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

7.88.5. EDUCATION & TRAINING. The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

7.88.6. RECORDS AND REPORTS.

(A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

(C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

7.88.7. NONCONFORMANCE. If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

7.88.8. MEASUREMENT.

(A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

(B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

(D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

7.88.9. PRICES TO COVER.

(A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

[Added 05-24-2013]

13. Refer to Page 366, **Subsection 6.40.2.(C)(c)(1)(m) Software Requirements**, as modified by Article 1 on page A1-2;
Delete the text under **Subsection (m)**, in its entirety;
Substitute the following revised text:

“(m) Software Requirements: Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer.”

(NO TEXT ON THIS PAGE)

3. NEW SECTIONS

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SECTION 4.05 EAC
7 INCH THICK EXPOSED AGGREGATE REINFORCED CONCRETE PAVEMENT

4.05 EAC.1. INTENT. This section describes construction of 7 Inch Thick Exposed Aggregate Reinforced Concrete Pavement.

4.05 EAC.2. DESCRIPTION. Under this item, the Contractor shall furnish and install 7 Inch Thick Exposed Aggregate Reinforced Concrete with wire reinforcing mounded and shaped in accordance with Contract Drawings, the specifications, and directions of the Engineer.

- (A) The ameba shaped Concrete Dome shall be of the irregular geometric shape as specified on the Contract Drawings.
- (B) Concrete Dome shall be laid on a subbase as specified on the Contract Drawings.
- (C) Exposed Aggregate Concrete for the dome shall be integrally colored and have a full depth pour of "exposed" aggregate as specified below.

4.05 EAC.3. SPECIAL SUBMITTAL REQUIREMENTS & QUALITY CONTROL

(A) ACTION SUBMITTALS

1. Product Data: For each type of product indicated: include recommendations for application and use; and, include test data substantiating that products comply with requirements.
2. Shop Drawings for the following:
 - a. Logistics Plan indicating number and location of pours. Provide scaled and dimensioned drawings with square foot area calculations for pours.
 - b. Expansion Joint and saw cut control joint layout – plan shall include all adjacent construction (such as planters, utility vaults, MTA vaults and structures, buildings, curbs, etc.)
3. Samples for Verification:
 - a. Stone Aggregate (loose stone) – submit three (3) five (5) lbs. in bags of aggregate mix that represent a variance of three mixes of aggregate that meet the materials specification below and are a similar color match to adjacent "Summer Wheat" paver for approval by the Engineer.
 - b. Colored Cement – submit three 6" x 6" sample variants of integrally colored concrete that closely match the "Summer Wheat" permeable concrete pavers that will abut the concrete dome.
4. Samples for Approval:
 - a. Three 12" x 12" x 7" exposed aggregate concrete samples using the materials approved in **Subsection 4.13EAC.4** of this specification below.

(B) INFORMATIONAL SUBMITTALS

1. Qualification Data: For concrete contractor.
2. Quality-Control Program
3. Cleaning Program.

(C) QUALITY CONTROL

Source Limitations: Obtain each type of material for concrete pavement (stone aggregate, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.

1. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate that the manpower and equipment to be used are sufficient for the areas of pours that can be successfully cut for crack control, and the ability of personnel to properly follow methods of work and use materials and tools without damaging pavement. Include provisions for supervising performance and preventing damage or errors.
2. Cleaning Program: Prepare a written cleaning program that describes the cleaning process in detail, including materials, methods, and equipment to be used, protection of surrounding materials, and control of runoff during operations.
 - a. If materials and methods other than those indicated are proposed for any phase of work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
 - b. Cleaning and Appearance Standard: Cleaned, completed work surfaces are to have a uniform appearance to the satisfaction of the Engineer as viewed from 20 feet away.
3. Pre-Construction Conference: Conduct conference at Project site.

The Contractor shall arrange a pre-construction meeting on site to review the special conditions and requirements of the Exposed Aggregate Concrete. The meeting shall be attended by the Engineer and the concrete contractor (if different than the Contractor). Review methods and procedures related to exposed aggregate concrete pavement shall include, but not limited to, the following:

- a. Submittal Schedule: Contractor to provide a detailed schedule for submittals of Product Data.
- b. Review materials, material application, sequencing, tolerances, and required clearances.

- c. Review requirements for on-site Material Testing (Special Inspections) to be performed by an independent testing laboratory to be provided by the Contractor.
 - d. Review requirements of Written Quality-Control Program.
 - e. Review requirements of Cleaning Program.
 - f. Review special scoring requirements and techniques.
4. Mock-ups: Prepare at least three 5 ft x 5 ft mock-up panels at the locations within project site limits as approved by the Engineer to demonstrate proficiency of the workmen, and define the degree of aggregate exposure. These mock-ups will be subject to approval by the Engineer. Approved mock-up shall demonstrate aesthetic effects and set quality standards for materials and execution and for all exposed aggregate concrete work.
- a. Begin mock-ups only after approval of all Action Submittals and Information submittals.
 - b. Control Joints: mock-up shall include saw cut joints
 - c. Cleaning: Clean entire mock-up.
 - i. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not use cleaners and methods known to have deleterious effect.
 - ii. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
 - d. Approval of mock-ups does not constitute approval of deviations from the Contract Documents contained in mock-ups unless the Engineer specifically approves such deviations in writing.
 - e. Due to the requirements listed above, the approved mock-ups may NOT become part of the completed Work.
 - f. Mock-up shall remain in place for the duration of the project or until a time when enough approved concrete is in place that the Engineer determines that the mock-up is no longer required for reference and can be removed in order to install final pavement required by contract. Uniformity in appearance of the exposed aggregate shall be the responsibility of the Contractor. The approved mock-up shall serve as a standard of appearance for the final work.
5. Pre-Installation Conference:
- a. The purpose of the Pre-Installation Conference meeting is to review all of the results of the submittal and mock-up process and confirm methods and procedures related to exposed aggregate concrete pavement including, but not limited to, the following:
 - i. Construction Schedule: Verify availability of materials, concrete personnel, equipment, and facilities needed to make progress and avoid delays.
 - ii. Review materials, material application, sequencing, tolerances, and required clearances.

- iii. Update requirements of written Quality-Control Program if required after approval of the mock-up.
- iv. Review requirements of Cleaning Program if required after approval of the mock-up.

4.05 EAC.4. MATERIALS.

- (A) Material for subgrade shall be done under **Item 6.67, Material B** of the NYCDOT Standard Highway Specifications except for the drainage area adjacent to the artwork which shall be done under **Item BMP-GI-7.17G**. Refer to Contract Drawings for variable depths.
- (B) Concrete shall comply with the requirements of the NYCDOT Standard Highway Specifications **Section 3.05**, Class B-32, Type IIA, unless otherwise specified by the Engineer. Hand mixing will not be permitted.
- (C) Exposed Aggregate Material to be integrally mixed with concrete.
 1. Material: Selected, hard, and durable; washed; free of material that reacts with cementitious material or causes staining; from a single source, with fine aggregate and gap graded coarse aggregate as follows:
 - a. Coarse Aggregate shall be ASTM No. 8 and comply with the requirements of **Section 2.02** of the NYCDOT Standard Highway Specifications.
 - b. Contractor shall provide 5 lb bag samples of aggregate mix that will be similar match of color to adjacent summer wheat paver for approval by the Engineer in accordance with Subsection 4.05EAC.3A. of this specification.
 2. Exposed Aggregate Grading: Fine aggregate shall be 25 to 35 percent of total exposed aggregate material as recommended by the Portland Cement Association.
- (D) Pigmenting material shall comply with the requirements of **Section 2.19** of the NYCDOT Standard Highway Specifications and of the color shown on the Contract Drawings.
- (E) There shall be no expansion joints in the exposed aggregate concrete.
- (F) Welded Steel Wire Fabric reinforcement shall comply with the requirements of **Section 4.14** of the NYCDOT Standard Highway Specifications, as applicable.
- (G) Surface Retarder: Waterborne, monomolecular, film-forming, for exposed aggregate concrete by:
 1. "Lithotex Top Surface Retarder" as manufactured by L.M. Scofield Company, Phone: (800) 800- 9900
 2. "Sealtight Top Stop" as manufactured by W.R. Meadows of Hampshire, Illinois Phone: (800) 342-5976

3. "Retarder S" by Euclid Chemical of Cleveland, Ohio Phone: (800) 342-5976
 4. or approved equivalent.
- (H) Clear Sealer For Concrete Surfaces: Provide water based formulation, clear (non-yellowing), concrete sealer. Sealer shall be compatible with coloring and surface retarder agents to be used for exposed aggregate concrete finishing.
1. "Repello" as manufactured by L.M. Scofield Company, Phone: (800) 800-9900
 2. "Sealtight ExpoGloss" as manufactured by W.R. Meadows of Hampshire, Illinois Phone: (800) 342-5976
 3. "Diamond Clear Vox" by Euclid Chemical of Cleveland, Ohio, Phone: (800) 342-5976
 4. or approved equivalent.

4.05 EAC.5. METHODS.

- (A) MEETING GRADES: Exposed aggregate concrete shall be installed after installation of artwork and before installation of surrounding permeable pavers. Contractor shall ensure all grades at the edge of the work are correct and meet flush with surrounding features.
- (B) EXCAVATION AND EARTH SUBGRADE: Excavation shall be made to dimensions sufficient to accommodate placement of foundation material and to permit the setting of forms. Excavation to be paid for under Item 6.02 AAN Unclassified Excavation.

The earth subgrade, immediately before foundation material is placed on it, shall be compacted to a minimum of 95 percent of Standard Proctor Maximum Density (ASTM Designation D 698), smooth, parallel to and at the required depth below the finished pavement surface and be dampened with water sufficient only to be absorbed by the subgrade. The subgrade shall not be in a muddy or frozen condition and unsuitable material shall be removed and replaced with acceptable material thoroughly compacted.

- (C) FOUNDATION: Foundation material shall be placed on the prepared subgrade and filter fabric, in a manner to minimize segregation, using equipment and procedures approved by the Engineer. Uncontrolled spreading from piles dumped on the grade resulting in segregation will not be permitted. Foundation material shall then be wetted to the optimum moisture content, based on a laboratory 5 point Proctor density test, and thoroughly compacted using an approved plate compactor into a course not less than twelve (12") inches thick. Compaction of foundation material shall range between 90% and 95% of the Standard Proctor Maximum Density, as directed by the Engineer, depending upon material used. Unsatisfactory subgrade material shall be removed and replaced with acceptable material thoroughly compacted to a minimum of 95% of Standard Proctor Maximum Density. The top surface of the foundation material shall mounded up to a height as per the Contract Drawings and at a distance below the grade equal to the specified thickness of concrete. Additional

depth of foundation material for special conditions shall be placed as directed by the Engineer.

- (D) **FORMS:** Forms shall be made of substantial material (preferably steel) with suitable metal dividing plates and of sufficient strength to satisfactorily resist distortion when fastened together and secured in place. Forms and dividing plates shall be of a depth not less than that of the concrete pavement, be properly located with tops set to the designated pavement surface and be left in place until the concrete has hardened.
- (E) **REINFORCEMENT:** The Contractor shall furnish and install a welded wire fabric in compliance with Item No. 4.14 W, at no additional cost to the City, as per the New York City Department of Transportation's Standard Details of Construction Standard Drawing No. H-1045. The wire fabric reinforcement shall be laid in sheets which are straight and true to form and shall be securely held in position by approved methods so that they will be in their prescribed position after the concrete has been placed.
- (F) **CONTROL JOINTS**
Control joints one-eighth (1/8") inch wide saw cut not less than one and three-quarter (1 3/4") inch in depth and located on the mound as per the shop drawings or as directed by the Engineer.
- (G) **EXPANSION JOINTS:** There shall be no expansion joints in the exposed aggregate concrete pavement.
- (H) **CONCRETE COURSE:** Foundation material shall be thoroughly wetted, to the satisfaction of the Engineer, immediately before concrete is placed. The greater the porosity of the material (i.e. broken concrete), the more water required to prevent water absorption from the concrete. The concrete shall be placed within the forms and thoroughly tamped until the surface is at the finished grade.

The slopes on the exposed aggregate concrete shall be no greater than 5%. Hand operated immersion type vibrators shall be used to thoroughly consolidate the concrete along forms. Vibrators shall not come in contact with forms, shall not be used for moving concrete in the work, and in no case shall any vibrator be operated longer than four (4) seconds in any one location. The Contractor shall be required to furnish a minimum of three (3) hand operated immersion type vibrators to the job site, one of which shall be used as a backup for the other two.
- (I) **PIGMENTING:** The exposed aggregate concrete shall be integrally pigmented with an admixture complying with the requirements of **Section 2.19** of the Standard NYCDOT Highway Specifications and the color shall be as approved by the Engineer.

Prior to Commencement of Work, the Contractor shall submit the name of its proposed exposed aggregate installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete.

Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer. No fly ash or other admixtures (including, but not limited to, calcium chloride) shall be used except an air-entraining agent complying with ASTM Designation C 260.

Prior to commencing the placement of concrete, but after acceptance and approval of the pre-construction field sample, the Contractor shall submit properly labeled and identified samples of materials used in the approved sample, as follows:

Coarse Aggregate	20 pounds
Fine Aggregate	20 pounds
Cement	20 pounds
Pigmented Admixture	1 pint
Joint sealer	2 linear feet
Surface sealer	1 pint
Mix design	1 certified copy

These samples shall be stored where directed by the Engineer and shall constitute material standards for the project. During construction, one (1) pint of cement from each load of cement delivered to the plant to be used in this specific job shall be retained and, after comparison with retained master sample, dated and stored with other retained samples. Aggregate source shall also be checked periodically, as directed by the Engineer, and compared with retained samples.

(J) SURFACE FINISH:

General: Do not use tools such as jitterbugs that force the aggregate away from surface.

1. After screeding and consolidating concrete slabs, do not work surface until ready for floating.
2. As soon as concrete will support the mason on knee-boards, float the surface to bring grout to the surface, completely surrounding the aggregate and filling all surface voids. Float to a uniform appearance.
3. Exposing Aggregate: Apply retardant in accordance with manufacturer's directions. Expose top layer of aggregate by removing set-retardant material after 8 to 12 hours, as per manufacturer's directions, washing and brushing until the flush water runs clear and there is no noticeable cement film left on the aggregate. This procedure should expose the aggregate between 1/8" and

¼" in depth. If required, apply second retardant, at the direction of the Engineer.

4. Control Joints: Unless otherwise specified in the contract documents, shrinkage control joints in the concrete surface shall be scored by sawcutting one-eighth (1/8") inch wide and one and three-quarters (1 3/4") inch deep immediately after the concrete has reached its initial set which is typically anywhere from 4 to 8 hours after the concrete has been poured, depending upon the weather, but in no case shall it be later than 12 hours after pouring. All sawcuts are to be straight, clean, and of consistent width. Joints are to be either perpendicular to the art work or special scoring pattern, as shown on the contract drawings. Where sawcut joints intersect other sawcut joints overrunning cuts (into the adjacent panel) will not be acceptable. If the adjacent concrete pavers are placed prior to the exposed aggregate concrete pavement, there shall be no overruns into abutting permeable pavers. Permeable pavers cut by overruns shall be replaced at Contractor's own expense.

(K) SURFACE CURING, PROTECTION, AND SEALING: Pigmented concrete pavement shall be covered with a clear curing membrane complying with the requirements of **Section 2.19** of the NYCDOT Standard Highway Specifications and **Subsection 4.05EAC.4.(H)** hereinabove.

When applied to freshly placed damp concrete at the rate of one gallon per one hundred fifty (150) square feet, it shall provide a curing membrane displaying the following properties:

1. Drying. The compound shall produce a uniform coating at a minimum temperature of 40 Deg. F and shall dry tack-free within four (4) hours.
2. Permeability. The moisture loss through the membrane shall be no more than 0.00091 ounces per square inch of surface area after three (3) days.
3. Durability. The membrane shall remain intact for at least seven (7) days.

Curing compound for pigmented concrete shall be delivered to the Project only in the manufacturer's original containers which shall be legibly marked with the manufacturer's name, trade name, batch number and date. One batch number shall be used to represent not more than one formula. The containers shall only be opened in the presence of the Engineer.

After their use and prior to their disposal, the Contractor shall have available, for inspection by the Engineer, the empty compound containers, and may dispose of them only after certification by the Engineer. The re-use of any of the containers will be permitted only if approved by the Engineer.

Curing compounds shall be sprayed on the exposed concrete surfaces prior to the hardening of the concrete pavement and immediately after the concrete water sheen has disappeared. The application of the compounds shall comply with the requirements of **Section 2.14** of the NYCDOT Standard Highway Specifications.

Concrete pavement shall be carefully protected against injury from rain, frost, the drying effects of the sun and wind, traffic or other causes, by means of suitable guards and covering. The treated surfaces shall be protected from injury for at least ninety-six (96) hours.

Where the Contractor fails to cure the concrete pavement in accordance with the requirements of this provision, the Contractor shall be required, at no additional cost to the City, to replace, in its entirety, any pavement slab which did not receive, in part or in whole, the specified cure.

4.05 EAC.6. CONCRETE SURFACE REPAIRS

- (A) Patching Defective Areas: Immediately cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than one (1) inch.
1. Cut edges perpendicular to concrete surface.
 2. Thoroughly clean, dampen with water, and brush coat area to be patched with neat cement grout or proprietary bonding agent before placing cement mortar or proprietary patching compound.
- (B) Remove and replace concrete with defective surfaces if defects cannot be repaired to satisfaction of the Engineer.
1. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning.
 - a. Dampen concrete surfaces in contact with patching concrete and brush with neat cement grout, or apply concrete bonding agent.
 - b. Mix patching concrete of same materials to provide concrete of same type of class as original concrete.
 2. Place, compact and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.

4.05 EAC.7. **MEASUREMENT.** The quantity to be measured for payment shall be area of exposed aggregate concrete pavement in square feet and the amount to be paid for shall be determined by cores taken for concrete pavement as provided in **Section 5.04** of the NYCDOT Standard Highway Specifications.

4.05 EAC.8. **PRICE TO COVER.** The contract price per square foot for exposed aggregate concrete pavement shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the exposed aggregate concrete of the thickness specified, complete in place including, but not limited to, pigment, exposed aggregate surface treatment, welded wire fabric, saw cut type joints, special scoring, curing; all in full compliance with the requirements of the Contract Drawings and the specifications

to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the concrete pavement in good condition as specified in **Section 5.05** of the NYCDOT Standard Highway Specifications.

Foundation material shall be paid for separately under Item 6.67.

Payment will be made under:

Item No.	Item	Pay Unit
4.05 EAC	7" THICK EXPOSED AGGREGATE REINFORCED CONCRETE PAVEMENT	S.F.

**SECTION 4.15 B
PLANTING SOIL FOR SILVA CELLS**

4.15 B.1. DESCRIPTION. Under this Item, the Contractor shall furnish, place, and incorporate Planting Soil for Silva Cells in accordance with the Contract Drawings, specifications, and directions of the Engineer. The Contractor shall be liable for any damage to property caused by planting soil operations and all areas and construction disturbed shall be restored to their original condition, to the satisfaction of the Engineer.

4.15 B.2. MATERIALS.

(A) **PLANTING SOIL:** Shall be a sandy/ loam, friable soil that has been removed to a depth of one foot (1') or less, if subsoil is encountered. Planting soil shall be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material. No planting soil shall be delivered in a frozen or muddy condition.

1. Organic Content: Planting Soil shall contain at least five percent (5%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic matter shall not exceed twelve percent (12%).
2. The acidity range shall be pH 6.0 to pH 7.2 inclusive.
3. Soil Textural Analysis: Planting Soil shall consist of the following percentages of sand, silt and clay. Any soil that does not meet the requirements below will be rejected and removed from the site.

Sand (0.05 to 2 mm)	40% to 75%
Silt (0.002 to 0.05 mm)	15% to 65%
Clay (<0.002 mm)	20% maximum

4. Course Sand: Coarse concrete sand, ASTM Designation C-33 Fine Aggregate, with a Fines Modulus Index of 2.8 and 3.2.
 - a. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles. Sand PH shall be lower than 7.0

- b. Provide the following particle size distribution:

<u>Passing Sieve</u>	<u>Percent Passing</u>
3/8" (9.5mm)	100
No 4 (4.75mm)	95-100
No 8 (2.36mm)	80-100
No 16(1.18mm)	50-85
No30 (0.60mm)	25-60
No50 (0.30mm)	10-30
No100 (0.15mm)	2-10

Provide a two gallon sample with manufacturer's literature and material certification that the product meets the requirements.

5. Electrical Conductivity shall be maximum of 1500 mhos/cm. A higher level would indicate excessive salt content and material will be rejected and removed from the site.
6. Nutrients: The Nitrogen level shall be a minimum of 25 parts per million. The phosphorus levels shall be a minimum 5 parts per million and the Potassium level shall be 20 parts per million. The contractor shall provide soil analysis and upon laboratory review provide additives and fertilizers as necessary at no cost to the City.

The Contractor shall furnish a certified report of an approved Analytical Chemist showing the analysis of representative samples of the planting soil which they propose to use. All samples are to be received by the Engineer and delivered to the laboratory, and the price bid shall include inspection and laboratory charges. Samples shall be submitted 48 hours prior to the delivery of planting soil.

- a. Provide a particle size analysis including the following gradient of mineral content:

<u>USDA Designation</u>	<u>Size in mm.</u>
Gravel	+2mm
Very Coarse Sand	1-2 mm Coarse
Sand	0.5 -1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very Fine Sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	minus 0.002 mm

- b. Provide a chemical analysis including the following:
- i. pH and Buffer pH.
 - ii. Percent organic content by oven dried weight.
 - iii. Nutrient levels by parts per million including nitrogen, phosphorus, potassium magnesium, manganese, iron, zinc and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the planting mix. Soluble salt by electrical conductivity of a 1:2 soil water sample measured in Milliohm per cm.
 - iv. Cation Exchange Capacity (CEC).

Chemical analysis shall include recommendations from the soils laboratory as to ranges of each element appropriate for the types of plants to be grown in the soil.

- c. Provide a physical analysis of each planting mix to include the following test results:
- i. Water permeability with the sample compacted to 80% and 85% maximum proctor density utilizing proctor test in accordance with ASTM Designation D 698. Test results shall indicate bulk density of oven dry sample at 80% and 85% expressed in grams per cubic centimeter.
 - d. All testing will be at the expense of the Contractor. The Engineer may request additional Planting mix test on different mix component ratios in order to attain results that more closely meet the mix requirements. Any additional testing will be at no cost to the City.
 - e. Submit the manufacturer's particle size analysis for all sand and gravel to the Engineer for approval. Provide the manufacturer's Fines Modulus Index for each sand source.
 - f. Submit the manufacturer's particle size analysis, pH and certificate of length of composting period for all pine bark and other organic materials to the Engineer for approval.

No planting soil 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 material that does not, in their opinion, meet these specifications.

4.15 B.3. INSTALLATION.

- (A) PREPARATION: Base aggregate will be installed as per open-graded stone base and the Silva Cells specification; Hollows, depressions, gullies shall be filled with open-graded stone base as per section BMP-GI-7.17G. Silva Cell bases and drain lines will be installed as per the Silva Cells specifications and Contract Drawings prior to installation of soil.

- (B) **PLACEMENT OF SOIL:** Soil shall be installed as per the requirements set forth in the Silva Cells specification. Place and spread approved soil in dry weather on dry unfrozen grade. No planting soil shall be handled when, in the opinion of the Engineer, it is too wet.
- (C) **INSTALLER QUALIFICATION:** Soil within the Silva Cells shall be installed by the same qualified Contractor/Subcontractor who installs the Silva Cells and as specified in the Silva Cells Specification.

4.15 B.4. SUBMITTALS.

- (A) **PROPOSED SAMPLES AND TEST RESULTS:** The Contractor shall submit two (2) five pound (5 lb.) bags to the Engineer, with the testing report attached, for approval prior to delivering material to the site. The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed one hundred (100) cubic yards, furnish a certified report showing the analysis of representative samples of the planting soil which they propose to use. Testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the NYCDDC Quality Assurance and Safety Control (QASC) Bureau. Laboratory testing performed more than six months prior to the Contractor's submittal date will be rejected. The testing shall include: pH, organic matter content (loss on ignition method), soluble salt level and soil textural analysis. Price bid shall include all inspection and laboratory fees.

No planting soil shall be delivered to the site until the approval of samples by the Engineer, but such approval shall not constitute final acceptance.

- (B) **MOCK-UP:** Prior to installation of soil a Silva Cells mock-up shall be outlined in Silva Cells specification.

4.15 B.5. DELIVERY AND APPROVAL.

The Contractor shall notify the Engineer a minimum of 48 hours prior to the intended planting soil delivery date. All imported planting soil shall be delivered in trucks and will be subject to visual inspection and additional testing. The planting soil shall NOT be spread until the Engineers' sampling and testing is completed, unless otherwise directed. The Engineer reserves the right to reject any planting soil which does not fall within acceptable limitations of this specification and the initial submittal to design including the Engineer approved sample and the approved test report. Where the planting soil is rejected, it shall be immediately removed from the site. Where it has been determined by the Engineer that soil amendments are allowable, the correction shall be made at the Contractor's expense, except as outlined below. Additional testing after amending shall also be at the Contractor's expense. All testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the NYCDDC Quality Assurance and Safety Control (QASC) Bureau.

Engineer's determination based on test results of delivered material: Should Agency's test results show organic content between 3% and 5%, and where allowed by the Engineer, organic matter may be added and thoroughly incorporated in the stockpile to bring the soil to the required minimum of 5% organic content. The Contractor will be required to re-test after incorporation of additional organic matter to assure a minimum organic content of 5%. Under no circumstances shall the organic content exceed twelve percent (12%). Should Agency test results of delivered material show organic content greater than twelve percent (12%), the soil shall be rejected and removed from the site.

Should Agency's test results show pH between pH 5.0 and 6.0, and where directed by the Engineer, limestone may be added at the Contractor's expense to bring the soil to the required minimum pH 6.0. The Contractor will be required to re-test after incorporation of limestone to assure a minimum pH 6.0. Should Engineer's test results of delivered material show a pH greater than 7.2 the soil shall be rejected and removed from the site.

The Engineer reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

4.15 B.6. APPEAL PROCESS. The Engineer shall visually check for discrepancies between the delivered soil and the approved submittal and sample. If the Engineer suspects that the planting soil delivered to the site has excessively high levels of organic matter, clay, etc. that would not be within the allowable levels listed in this specification, the soil will be rejected until additional testing proves otherwise. Should the Contractor contest the Engineer's determination, Landscape construction will take samples so additional tests may be performed at Contractor's expense. Testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. These results shall be considered final.

4.15 B.7. MEASUREMENT. The quantity of Planting Soil for Silva Cells to be paid for under this Item shall be the number of cubic yards of planting soil incorporated in the completed work to the satisfaction of the Engineer, measured in trucks used for delivery, at the site of the work. No planting soil shall be furnished until ordered by the Engineer.

4.15 B.8. PRICE TO COVER. The price bid shall be a unit price per cubic yard of Planting Soil for Silva Cells measured in place, and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to prepare planting soil areas, provide tests, furnish, place, and incorporate planting soil amendments and all other work incidental thereto, including, but not limited to, all inspection and laboratory fees; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
4.15 B	PLANTING SOIL FOR SILVA CELLS	C.Y.

**SECTION 4.15 SC
SILVA CELLS**

4.15 SC.1. INTENT. The purpose of the Silva Cells, including frames and decks designed to support sidewalk and plaza pavement loads meeting the requirements for AASHTO H-20 loading, and designed to be filled with soil for the purpose of growing tree roots and rainwater filtering, detention and retention.

4.15 SC.2. DESCRIPTION. Under this item, the Contractor shall furnish and install Silva Cells, including but not limited to steel reinforcing tubes, strongbacks, root barrier, decks, tabs, anchoring spikes, screws, posts, frames and beams, in accordance with the Contract Drawings, specifications and directions of the Engineer.

4.15 SC.3. MATERIALS.

A. **SILVA CELLS:** Frames: 16 inches x 24 inches x 48 inches. Deck: 2 inches x 24 inches x 48 inches. Deck to include manufactured installed galvanized steel tubes. Strongback: 24 inches x 48 inches x 6 inches modified frame units designed to stiffen and align the frames as planting soil and backfill material is placed. Strongbacks are to be removed prior to placing decks. They are to be reused as the work progresses. Deck Screws: Manufacturer's supplied stainless steel screws to attach decks to frames. Silva Cells shall be as manufactured by DeepRoot Partners, L.P., 530 Washington St., San Francisco, CA 94111, Telephone: (800) 458-7668, and distributed by:

1. Bissett Nursery
Peter Zangle
323 Long Island Avenue
Holtsville, NY 11742
631-289-3500;
2. Levitt's LLC.
Barry Levitt
621 Edwards Road
Parsippany, NJ 07504
973-418-5900;
3. Vigliotti's Great Gardens
Richie Schwerer
100 Urban Avenue
Westbury, NY 11590
516-334-6600;
4. or other approved supplier.

(B) **ANCHORING SPIKES:** 10" long X 19/64" diameter, spiral, galvanized timber spikes. Utilize four (4) spikes in each frame of Silva Cells to anchor the frames to the aggregate subbase.

(C) **SOLID AND PERFORATED DRAIN LINES:** See Section 9.13 - High Density Polyethylene Drainage Pipe.

(D) GEOGRID:

1. Geogrid shall be woven polyester fabric with PVC coating, Uniaxial or biaxial geogrid, inert to biological degradation, resistant to naturally occurring chemicals, alkalis, acids.
 - a. Tensile strength at ultimate: 1850 lbs/ft (27.0 kN/m) minimum by ASTM Designation D 6637 test method
 - b. Creep reduced strength : 1000 lbs/ft (14.6 kN/m) minimum by ASTM Designation D 5262 test method
 - c. Long term allowable design load: 950 lbs/ft (13.9 kN/m) minimum by GRI GG4 test method
 - d. Grid aperture size (Machine Direction): 0.8 inch (20 mm) minimum
 - e. Grid aperture size (Cross Machine Direction): 1.28 inch (32 mm) maximum
 - f. Roll size: 6' (1.8m) width is preferred, up to 18' (5.4m)
2. Products meeting this specification:
 - a. Miragrid 2XT as manufactured by Ten Cate Nicolon, Norcross, GA, www.tencate.com (Distributed by Geosynthetic Systems in Ontario)
 - b. Fortrac 35 Geogrid as manufactured by Huesker, Charlotte, NC, <http://www.hueskerinc.com/>
 - c. SF 20 Biaxial Geogrid, as manufactured by Synteen, Lancaster, SC, www.synteen.com
 - d. Stratagrid SG 150, by Strata, Cumming, GA, www.geogrid.com
 - e. Or an approved equivalent.

(E) PLANTING SOIL: Planting soil shall comply with the requirements of **Section 4.15 B, Planting Soil for Silva Cells**, herein this Addendum.

(F) PLASTIC FILTER FABRIC: Plastic filter fabric shall comply with the requirements of **Section 6.68** of the NYCDOT Standard Highway Specifications.

(G) OPEN-GRADED STONE BASE: Open-graded stone base shall comply with the requirements of **Section BMP-GI-7.17G, Open-Graded Stone Base**, herein this Addendum.

(H) HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE: High-Density Polyethylene Drainage Pipe shall comply with the requirements of **Section 9.13, High-Density Polyethylene Drainage Pipe**, herein this Addendum.

4.15 SC.4. INSTALLATION. Install Silva Cells according to manufacturer instructions. Engineer shall approve the Layout prior to the start of any work. Layout shall include staked limits of excavation and horizontal and vertical control points sufficient to install the Silva Cells and required drainage features in the correct locations.

(A) EXCAVATION:

1. Excavate to the depths and shapes indicated on the drawings. Base of excavation shall be smooth soil, level and free of lumps or debris.
2. Do not over-excavate existing soil beside or under the limits of excavation required for the installation. If soil is over-excavated, additional subbase aggregate shall be installed to meet the correct finished grade at the Contractor's own expense.
3. Confirm that the depth of the excavation is accurate to accommodate the depths and thickness of materials required throughout the extent of the excavation.
4. Confirm that the width and length of the excavation is a minimum of 6 inches, in all directions, beyond the edges of the Silva Cells.

(B) SUB GRADE COMPACTION:

1. Check compaction of the subgrade below the Silva Cells and confirm that the subgrade soil is compacted to a minimum of 95% of maximum dry density at optimum moisture content in accordance with ASTM Designation D 698 Standard Proctor Method.
2. Proof compact the subgrade with a minimum of three passes of a suitable vibrating compacting machine or apply other compaction forces as needed to achieve the required subgrade compaction rate. Apply additional compaction forces at optimum water levels.

(C) INSTALLATION OF PLASTIC FILTER FABRIC OVER SUBGRADE:
Installation of plastic filter fabric shall be in accordance with its own separate contract item.

(D) INSTALLATION OF SOLID AND PERFORATED HDPE DRAIN LINES:

1. Layout the location of all drains lines. Adjust the alignments to conform to the final locations of sleeves and risers. Do not locate drain lines within 6 inches of the edge of any Silva Cell post.
2. Provide horizontal field engineering at all times when drain lines are being installed to assure that the slope on all drain lines is positive toward its intended outfall and also remains at the correct depth as shown on the Contract Drawings.
3. Excavate a trench a minimum of 14 inches wide to a depth required to provide positive drainage from the high points of the system to the outfall or connection point to storm sewer. Eliminate dips or rises that will trap water. Minimum slope of pipe shall be 1%.
4. Install the perforated drain lines as indicated on the Contract drawings. All connections and splices shall use the manufacturer's standard splice and fitting

connections. Joints shall be secure. Place perforated pipe with drain slots on the bottom side of the pipe.

(E) INSTALLATION OF OPEN-GRADED STONE BASE BELOW SILVA CELL FRAME:

1. Install aggregate sub base to the depths indicated on the Contract Drawings, under the first layer of Silva Cell frames.
2. Compact aggregate sub base layer to a minimum of 95% of maximum dry density at optimum moisture content in accordance with ASTM Designation D 698 Standard Proctor Method. Compact the subgrade with a minimum of three passes of a suitable vibrating compacting machine or apply other compaction forces as needed to achieve the required subgrade compaction rate. The tolerance for dips and bumps in the aggregate under Silva Cells shall be a 3/8-inch deviation from the plane in 10 feet and 1/8-inch in 4 feet. The grade and elevations of the base under the Silva Cells shall be submitted to the Engineer for approval prior to proceeding with the installation.

(F) INSTALLATION OF PLASTIC FILTER FABRIC: Install plastic filter fabric over installed aggregate.

(G) INSTALLATION OF SILVA CELLS:

1. Identify the outline layout of the structure and the edges of paving around tree planting areas on the floor of the excavation, using spray paint or chalk line. The layout shall be calculated to include shift in layout locations due to depth and the slope of the system.
2. Layout the first layer of Silva Cells on the sub base. Verify that the layout is consistent with the required locations and dimensions of paving edges to be constructed over the Silva Cells. Any cracked or chipped unit shall be rejected.
3. Place frames no less than 1 inch and no more than 3 inches apart. Assure that each frame sits solidly on the surface of the sub base. Frames shall not rock or bend over any stone or other obstruction protruding above the surface of the sub base material. Frames shall not bend into dips in the sub base material. The maximum tolerance for deviations in the plane of the sub base material under the bottom of the horizontal beams of each frame shall be 1/8 inch in 4 feet. Adjust sub base material including larger pieces of aggregate under each frame to provide a solid base of support.
4. Anchor each Silva Cells unit into sub base with four-10 inch spikes, driven through the molded holes in the unit frame base. The purpose of the anchoring system is to maintain unit spacing and layout during the installation of planting soil and backfill.
5. Install Strongbacks on top of the Silva Cell frames prior to installing planting soil and backfill. Strongbacks are required only during the

installation and compaction of the planting soil and backfill. Strongbacks should be moved as the work progresses across the installation. Strongbacks shall be removed prior to the installation of Silva Cell decks.

6. Install planting soil for Silva Cells, **Section 4.15 B**, geogrid curtain and backfill as indicated on the Contract Drawings. The process of installation requires that these three materials be installed and compacted together in several alternating operations to achieve correct compaction relationships within the system.
7. Where required, place the geogrid curtain along the outside of the limit of the Silva Cell frames. Geogrid curtains are required between the edge of the Silva Cells and any soils to be compacted to support paving beyond the area of Silva Cells.
8. Pre-cut the geogrid to allow for 6 inches minimum under lapping below backfill, and 12 inches minimum overlapping top of Silva Cell stack.
9. Where cell layout causes a change direction in the plane of the geogrid, slice the top and bottom flaps of the material so that it lies flat on the top of the cell deck and aggregate base course along both planes.
10. Provide a minimum of 12 inch overlaps between different sheets of geogrid. Place the geogrid in the space between the Silva Cell frames and the sides of the excavation. Attach the geogrid to the Silva Cell frames using 3/16 inch x 12-inch zip ties. Attach with zip ties at every cell and at Cell Deck.
11. Install Silva Cell frames before beginning to install planting soil and backfill. Compact the planting soil within the Silva Cell frames and the backfill material outside the frames in alternating lifts until the desired elevations and density is achieved in both soils.
12. Install and compact backfill material in the space between the Silva Cells and the sides of the excavation in lifts that do not exceed 8 inches.
13. Compact backfill to 95% of maximum dry density using a powered mechanical compactor. Use a pneumatic compacting tool or narrow foot jumping jack compactor for spaces less than 12 inches wide or larger equipment in wider spaces.
14. Maintain the geogrid curtain between the Silva Cells frames and the backfill material. Install backfill in alternating lifts with the planting soil inside the Silva Cells.
15. Fill the frames with planting soil as specified in the **Section 4.15B** "Planting Soil for Silva Cells". Install in lifts that do not exceed 8 inches. Lightly compact the soil inside the frames at each lift to remove air pockets and settle the soil within the frames.
16. Do not compact greater than 85% of maximum dry density (ASTM D 698). Check the soil compaction with a penetrometer or densiometer to achieve similar compaction levels provided in the mock-up.

17. If the planting soil becomes overly compacted, remove the soil and reinstall. Use hand tools or other equipment that does not damage the Silva Cell frames.
 18. Do not walk directly on horizontal beams of the frames.
 19. Work soil under the horizontal frame beams of Silva Cell frames and between columns eliminating air pockets and voids. Fill each frame such that there is a minimum of 10 inches of soil over the top of horizontal frame beams before beginning compaction.
 20. The top 1-2 inches of each frame post should remain exposed above the soil to allow the placement of the deck.
 21. Remove the strongbacks. Sweep any soil from tops before adding the next layer of frames.
 22. Continue to install and compact the planting soil within the Silva Cell frames and the backfill material outside the frames in alternating lifts until the desired elevations and density is achieved in both soils.
 23. Add a final layer of planting soil as required to bring the planting soil level to not more than 1 inches below the bottom of the Silva Cell Deck when installed. Soil shall be brought to level not more than 1 inch below the bottom of the Silva Cell Deck when installed.
 24. Obtain final approval by the Engineer of soil installation prior to installation of the Silva Cell Deck.
 25. Remove Strongbacks after planting soil and backfill has been compacted to the top of the entire set of Silva Cells.
 26. Leave 1-inch air space, below Silva Cell Deck as indicated on the Contract Drawings.
- (H) **SILVA CELL DECK INSTALLATION:** Install the Silva Cell Decks over the top of each frame stack. Clean dirt from the tops of the Silva Cell frame columns. Register the deck and make connections as recommended by the manufacturer to secure the deck to the top of the Silva Cell Frame. Secure each deck at the four corners with screw fasteners as recommended by the manufacturer. Assure that each deck is seated firmly on the frame top with all connectors attached. Install and compact remaining backfill material such that the soil outside the limits of the Silva Cells is flush with the top of the installed deck.
- (I) **INSTALLATION OF PLASTIC FILTER FABRIC, GEOGRID, AND AGGREGATE OVER THE DECK**
1. Overlap geogrid over the top of the Silva Cell Decks, with minimum of 12 inches overlap.

2. Place plastic filter fabric over the top of the deck in accordance with **Section 6.68** of the NYCDOT Standard Highway Specifications and where indicated on the Contract Drawings, extending beyond the outside edge of the excavation by at least 18 inches. Any joints must be overlapped by a minimum of 18 inches.
 3. Cut plastic filter fabric a minimum of 20 percent larger than the size of the deck area to be covered to accommodate for required conforming of the plastic filter fabric and stone to the deck contours.
 4. Install the aggregate base course (including aggregate setting bed if installing unit pavers) over the plastic filter fabric immediately after completing the installation of the fabrics and inspection of risers. Work the aggregate from one side of the deck to the other to assure that the fabric and aggregate conforms to the cell deck contours. Do not apply aggregate in several positions at the same time.
 5. Load the aggregate from equipment that is outside the limits of the excavated area. Use small, low impact material mover such as a concrete buggy or Georgia Buggy to move aggregate over the cells. Work over material already in place. Never allow any motorized equipment of any size to operate directly on the Silva Cell Decks.
 6. For large or confined areas, where aggregate cannot easily be placed from the edges of the excavated area, obtain approval for the installation procedure and types of equipment to be used in the installation from the Silva Cells manufacturer.
- (J) **INSTALLATION OF PAVING ABOVE THE SILVA CELL SYSTEM:** Place paving material over Silva Cell system as specified in the Contract Drawings and specifications and as directed by the Engineer. Take care when placing backfill on top of Silva Cell system not to damage the system components.
- (K) **REPAIR OF CUT PLASTIC FILTER FABRIC:** In the event that any plastic filter fabric over subgrades or the Silva Cell decks must be cut during or after installation, repair the seam with a second piece of plastic filter fabric that overlaps the edges of the cut by a minimum of 12-inches in all directions prior to adding aggregate material.
- (L) **PROTECTION**
1. Ensure that all construction traffic is kept away from the limits of the Silva Cells until the final surface materials are in place. No vehicles shall drive directly on the Silva Cell deck or aggregate base course.
 2. Provide fencing and other barriers to keep vehicles from entering into the area with Silva Cell supported pavement.
 3. Maintain a minimum of 4 inches of aggregate base course over the plastic filter fabric material during construction.

4. When vehicle must cross Silva Cells that do not have final paving surfaces installed, use construction mats designed to distribute vehicle loads to levels that would be expected at the deck surface once final paving has been installed. Use only low impact track vehicles with a maximum surface pressure under the vehicle of 4 pounds per square inch, on top of the mats over Silva Cells prior to the installation of final paving. Mat strength shall be as required for the vehicle loading application.

Acceptable construction mats include:

- i. Mud-Traks as distributed by SVE Sales, 6128-F Brookshire Blvd., Charlotte, NC 28216,
- ii. Alturna Mats by Dica, PO BOX 188, Panora IA 50216,
- iii. Solid Ground Traction Mat by rainforrent.com at 1-800-742-7246
- iv. or approved equivalent.

4.15 SC.5. SUBMITTALS.

(A) Submittals shall be in accordance with **Section 1.06.31** of the NYCDOT Standard Highway Specifications.

1. H-20 loading test shall be submitted for system on manufacturer's letterhead.
2. For each product noted in specification, submit samples as described.

4.15 SC.6. MOCK-UP.

Prior to the installation of Silva Cells, construct a mock-up of the complete installation at the site. The installation of the mock-up shall be in the presence of the Engineer and in a location approved by the Engineer.

The mock-up shall be a minimum of 100 square feet in area and include the complete Silva Cells installation with sub base compaction, drainage installation, base course aggregate and plastic filter fabric as required, geogrids, backfill, top soil with compaction, decks and top plastic filter fabric.

The mock-up area may remain as part of the installed work at the end of the project provided that it remain in good condition and meets all conditions of the specification.

4.15 SC.6. INSTALLER QUALIFICATION.

(A) **INSTALLER QUALIFICATIONS:** Silva Cell and related products shall be installed by a qualified Contractor or Subcontractor whose work has resulted in successful installation of planting soils and planter drainage systems, underground piping, chambers and vault structures.

Submit list of completed projects of similar scope and scale to the Engineer, demonstrating capabilities and experience. The Contractor or Subcontractor shall have a minimum of three years successful experience with construction of similar scope in dense urban areas.

4.15 SC.7. MEASUREMENT. The quantity of Silva Cells to be measured for payment shall be the number of Cubic Feet of Silva Cells actually installed at the site to the satisfaction of the Engineer.

4.15 SC.8. PRICE TO COVER. The price bid shall be a unit price per Cubic Foot for Silva Cells, furnished and installed, and shall include the cost for all labor, material, equipment, insurance, and incidental expenses necessary to complete the work including, but not limited to, furnishing and installing steel reinforcing tubes, strongbacks, root barrier, decks, tabs, anchoring spikes, screws, posts, frames and beams, geogrid, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Planting Soil for Silva Cells, Unclassified Excavation, Rock Excavation, Plastic Filter Fabric, Open-Graded Stone Base, Furnish and Install Permeable Concrete Pavers on Stone Base, Fill Measurement, 6" and 8" HDPE Drainage Pipe, 6" Perforated HDPE Underdrain Pipe shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
4.15 SC	SILVA CELLS	C.F.

SECTION 6.47 PCA
FURNISH AND INSTALL PERMEABLE CONCRETE PAVERS ON STONE BASE

6.47 PCA.1. DESCRIPTION.

Under this item, the Contractor shall furnish and install Permeable Concrete Pavers On Stone Base in accordance with the Contract Drawings, the specifications and directions of the Engineer.

6.47 PCA.2. MATERIALS.

- (A) **PAVERS:** Pavers shall be a combination pattern of (Nominal) 10"x10", and 10" x 5" pavers as shown on the Contract Drawings and shall meet the requirements as follows:

Type 1: 9.36" x 9.36" x 3.12" Finish: Umbriano. Color: Summer Wheat.

Type 2: 9.36" x 9.36" x 3.12" Finish: Standard. Color Medium Gray

Type 3: 9.36" x 4.68" x 3.12" Finish: Series 3000. Color: Black Granite

Pavers shall be manufactured by:

1. Eco Piora Permeable Pavers as manufactured by Unilock,
51 International Blvd, Brewster, NY 10509
Phone: (845) 230-4530, Mobile: (845) 406-8294,
Fax: (845) 278-6788
2. Permeable Paver as manufactured by Wassau Tile
9001 Bus. Hwy 51 Rothschild, WI 54474, Phone: (800) 388-8728
3. Permeable Unit Pavers as manufactured by Hanover Architectural Products.
240 Bender Road Hanover, PA 17331, Phone: (800) 426-4242
4. or approved equivalent.

All three approved paver types shall be sourced and purchased from the same manufacturer only and installed in the pattern as shown on the drawings. This complex paving pattern shall be dimensioned and laid out in the field as per the Contract Drawings. The pavers shall be manufactured from high quality, atmospherically cured precast concrete having a minimum average compressive strength of 8,000 psi with no individual unit less than 7,200 psi and a maximum average water absorption of five (5%) percent with no individual unit greater than seven (7%) percent. Pavers shall conform to ASTM Designation C 936. Pavers shall have interlocking lugs on each side to promote a strong positive interlock between paving stone units. The face of pavers shall be at right angles with all sides, except where circular or other specialty pavers are specified.

- (B) **PERMEABLE STONE BASE:** Shall consist solely of crushed ledge rock. Broken stone or gravel shall be free draining, well graded, uniformly mixed washed stone aggregate. All stone shall be washed with less than 1% passing the No. 200 sieve. The total thickness of the foundation base shall be as shown on

the Contract Drawings. Foundation base shall consist of three layers, a subbase course, a base course and a bedding course. Do not use rounded river gravel. Materials shall be in accordance with ASTM Designation D 448 and shall meet the gradations shown below:

Subbase Course ASTM D 448 No. 2 (2-1/2" – 1-1/2" Clean Stone)

<u>Sieve</u>	<u>Size Percent Passing</u>
3"	100 %
2-1/2"	90 – 100 %
2"	35 – 70 %
1-1/2"	0 – 15%
3/4"	0 – 5%

Base Course ASTM D 448 No. 57 (1" to No. 4 Clean Stone)

<u>Sieve</u>	<u>Size Percent Passing</u>
1-1/2"	100 %
1"	95 – 100 %
1/2"	25 – 60 %
No. 4	0 – 10%
No. 8	0 – 5%

Bedding Course ASTM D 448 No. 8 (3/8" to No. 8" Clean Stone)

<u>Sieve</u>	<u>Size Percent Passing</u>
1/2"	100 %
3/8"	85 – 100 %
No. 4	10 – 30 %
No. 8	0 – 10%
No.16	0 – 5%

- (C) **JOINT FILLER:** Joint filler material shall be the same stone sizes as the bedding course specified above. No. 9 chip stone can be substituted for No 8 chip stone joint filler if available and approved by Engineer.
- (D) **PLANTING SOIL:** Planting soil shall comply with the requirements of **Section 4.15 B, Planting Soil for Silva Cells.**
- (E) **PERMEABLE STONE BASE:** One three-pound (3 lb.) bag for each layer of the permeable stone base shall be submitted for approval, together with a sieve analysis and name of supplier attached. All samples shall be clearly labeled with Contract No. and name of supplier.
- (F) **MOCK-UPS:**
1. Install six (6) 10 ft x 10 ft paver area mock-ups at preapproved locations (see "Pattern" as described in **Subsection 6.47 PCA.3 (F)**)
 2. Use these areas to determine surcharge of the bedding layer, joint sizes, lines, laying pattern(s), color(s) and texture of the job.
 3. These areas will be used as the standard by which the work will be judged.

4. Subject to acceptance by Engineer, mock-ups may be retained as part of finished work.
5. If any mock-up is not retained, remove and properly dispose of mock-up to the satisfaction of the Engineer.

6.47 PCA.3. METHODS.

- (A) **PREPARATION OF SUBGRADE:** Before any stone base is placed upon the fine grade, the fine grade shall be prepared to line and grade and compacted where practicable with an approved self-propelling roller weighing not less than ten (10) tons. 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.

Remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade shall not be muddy or otherwise unsatisfactory when the foundation material is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, re-grade same at no additional cost to the City.

- (B) **INSTALLATION OF SILVA CELLS:** Silva Cells, associated drainage lines and aggregate and soil shall be installed in accordance with **Section 4.15 SC, Silva Cells**, herein this Addendum.
- (C) **PLASTIC FILTER FABRIC:** After the ground has been prepared and Silva Cells installed, the fabric shall be rolled directly on the subgrade and Silva Cell deck and installed in accordance with **Section 6.68** of the NYCDOT standard Highway Specifications.

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 in accordance with **Section 6.68** of the NYCDOT Standard Highway Specifications. All repaired fabric surface costs will be deemed part of the price bid. If fabric is contaminated with sediment it shall be removed and replaced with clean fabric at no additional cost to the City.

- (D) **PERMEABLE STONE BASE:**
Subbase and base course: Material shall be evenly spread on a prepared subgrade and Silva Cell deck in the position and depths shown on the Contract Drawings or directed by the Engineer. *Note: In-place density of the base and subbase may be checked per ASTM Designation D 4254 by Contractor. Compacted density should be 95% of the laboratory index density established for the subbase and base stone.*

1. Moisten, spread and compact the No. 2 subbase in 4 to 6 in. (100 to 150 mm) lifts without wrinkling or folding the geotextile. Place subbase to protect geotextile from wrinkling under equipment tires and tracks.

2. For each lift, make at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 tons vibratory roller until there is no visible movement of the No. 2 stone. Do not crush aggregate with the roller.
3. The surface tolerance of the compacted No. 2 subbase shall be $\pm 2\frac{1}{2}$ in. over a 10 ft straightedge.
4. Moisten, spread and compact No. 57 base in 4 in. lift over the compacted No. 2 subbase with a minimum 10 tons vibratory roller until there is no visible movement of the No. 57 stone. Do not crush aggregate with the roller.
5. The surface tolerance of the compacted No. 57 base should not deviate more than ± 1 in. over a 10 ft. straightedge.

Bedding Course: The spreading of the bedding course shall be accomplished using suitable equipment from piles dumped along the proposed site. The bedding course material shall be evenly spread over the compacted base so that the course will have, after rolling, the required thickness. No segregation of large or fine bedding materials will be allowed, but the bedding course, as spread, shall be well graded with no pockets of fine material.

6. Moisten, spread and screed the No. 8 stone bedding material.
7. Fill voids left by removed screed rails with No. 8 stone.
8. The surface tolerance of the screeded No. 8 bedding layer shall be $\pm 3/8$ in. over a 10 ft straightedge.
9. Do not subject screeded bedding material to any pedestrian or vehicular traffic before paving unit installation begins.

Keep area where pavement is to be constructed free from sediment during entire job. Base and bedding materials contaminated with sediment shall be removed and replaced with clean materials.

- (E) CONCRETE PAVERS: Pavers shall be clean when placed. Pavers which are not satisfactorily clean shall be washed before placing. The pavers shall be placed according to the patterns shown on the Contract Drawings, true to line and grade unless otherwise noted on the Contract Drawings, joints shall be hand tight. Cut pavers to be placed along the edges shall be with a masonry saw. Pavers that have to be saw-cut to align with curves must be cut exactly to align with the curve and be no less than 33% of the original paver size. The bedding course in front of the pavement shall not be disturbed or walked on during the laying of the pavers.

After the pavers are placed, the joint filler material shall be swept into the joints and pavers settled into the bedding course with a mechanical vibrator of adequate size. Additional joint filling material shall be added as necessary to fill the joints and the area re-compacted. All joints shall be completely filled and water sprayed to ensure compaction of the joint filler in the joints. After the joints are completely filled, the pavement shall be swept clean.

After a sufficient area of pavement has been laid, the pavement shall be tested with a ten foot straight edge and any depressions exceeding one-quarter inch (1/4") shall be corrected and brought to proper grade. Any pavers disturbed in making replacements or correcting depressions shall be settled into place by ramming.

- (F) PATTERN: The paver pattern shall be dimensioned and laid out in the field before installation of the actual pavers begins. The layout will be subject to approval by the Engineer. Once the overall layout is approved, Contractor shall install six (6) 100 square foot mock-ups at preapproved locations in the plaza consisting of areas of pavers that connect and abut with each other, three (3) of which must include the central gradation of Summer Wheat and Medium Grey pavers in and around the public art concrete mound. Each one of the central three (3) mock-ups shall represent either a low, medium or high percentage of Summer Wheat pavers. All mock-ups are subject to approval by the Engineer, and if approved, can be incorporated into the overall paving pattern if the work conforms with the Contract Drawings and specifications, can be incorporated seamlessly with the rest of the paver installation and without disruption to the schedule of work and other installations in the plaza. All edges, borders, and corners of paved areas shall be finished to true and neat lines. Special cutting, color patterns, various shapes, and variations in size and finish, are all to be included in the square foot bid price of this item.
- (G) Remove excess aggregate on the surface by sweeping pavers clean. Compact and seat the pavers into the bedding material using a low-amplitude, 75-90 Hz plate compactor capable of at least 4,000 lbs centrifugal compaction force. This will require at least two passes with the plate compactor. Do not compact within 6 ft. of the unrestrained edges of the paving units. Apply additional aggregate to the openings and joints, filling them completely. Remove excess aggregate by sweeping then compact the pavers. This will require at least two passes with the plate compactor. All pavers within 6 ft. of the laying face must be left fully compacted at the completion of work each day.
- The final surface tolerance of compacted pavers shall not deviate more than $\pm 3/8$ inch under a 10 ft long straightedge. The surface elevation of pavers shall be $1/8$ to $1/4$ inch above adjacent drainage inlets, concrete collars or channels.
- Do not damage drainpipes, overflow pipes, observation wells, or any inlets and other drainage appurtenances during installation. Report any damage immediately to the Engineer. All repairs required or as directed by the Engineer shall be at no cost to the City.
- (H) Once paver installation has been completed the permeable concrete pavement shall be protected and kept clean until the completion of the project. Missing joint filler shall be replenished as necessary at no additional cost to the City. Any broken, missing or stained pavers shall be removed and replaced at no additional cost to the City. Protect work from sediment deposition and damage due to subsequent construction activity on the site.

6.47 PCA.4. QUALITY CONTROL.

(A) PAVER INSTALLER PREQUALIFICATION:

1. The Contractor or Subcontractor performing the work shall have installation of permeable concrete pavers represent a substantial proportion, if not majority of regular work.
2. Written Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures.
3. A copy of the Contractor or Subcontractor's current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.

6.47 PCA.5. SUBMITTALS.

- (A) SAMPLES:** The Contractor shall submit three (3) samples, one for each color, of the pavers they propose to use for approval by the Engineer. All pavers used on the work shall conform to the approved samples.
- (B) MANUFACTURER'S LITERATURE:** Contractor shall submit paver manufacturer's literature and physical properties for approval.

6.47 PCA.4. MEASUREMENT.

The quantity to be measured for payment shall be the number of square feet of Permeable Concrete Pavers On Stone Base actually installed at the site to the satisfaction of the Engineer.

6.47 PCA.5. PRICE TO COVER.

The contract bid price for Furnishing and Installing Permeable Concrete Pavers On Stone Base shall be a unit price per square foot and shall include the cost of all labor, materials, equipment, insurance, and incidental expenses necessary to complete the work, including, but not limited to, furnishing and installing the permeable stone base, testing, concrete pavers and joint filler; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Silva Cells, Planting Soil for Silva Cells, Unclassified Excavation, Rock Excavation, Plastic Filter Fabric, 6" and 8" HDPE Drainage Pipe, and 9.13 HDP 6"perforated HDPE Underdrain Pipe shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
6.47 PCA	FURNISH AND INSTALL PERMEABLE CONCRETE PAVERS ON STONE BASE	S.F.

**SECTION 7.07 RB
RETRACTABLE BOLLARD**

7.07 RB.1. DESCRIPTION. Under this item, the Contractor shall furnish and install each Retractable Bollard in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

7.07 RB.2. MATERIALS.

(A) **RETRACTABLE STEEL BOLLARD:** Bollards shall conform to ASTM Designation A 312 and be Schedule 40, Type 304 polished stainless steel. Each bollard shall be approximately thirty-six (36") inches high and 6" in diameter. Bollards shall be schedule 40 stainless steel cylinders that retract into a sleeve embedded in concrete.

(B) **SLEEVES:** Sleeves shall be seamless stainless steel and shall conform to ASTM Designation A 312, Grade TP 304.

(C) **LOCKS:** Bollards shall be lockable and two sets of keys shall be provided for each bollard.

(D) Retractable Stainless Steel Bollards shall be manufactured by:

1. Model UPS-M168/900SS by Upswung, P.O. Box 2713, Stateline, NV 89449
Phone: (775) 588-1422 x111
www.upswung.com

2. Model LBMR06040 Stainless Steel Bollard by Calpipe Industries Incorporated, 2021 Woodruff Avenue, Downey, CA 90241,
Phone: (800) 225-7473
www.calpipebollards.com

3. Model DBO 133R4 Polished Stainless Steel Bollard by Bollard Solutions, 1076 County Club Road, Elberton, GA 30635
Phone: (706) 283-0400
Bollardsolutions.com

4. or approved equivalent.

7.07 RB.3. METHOD. Sleeves for retractable steel bollards shall be set in concrete footings, as shown on the Contract Drawings or as directed by the Engineer. All posts and sleeves shall be set plumb and true to line and grade. Any post and sleeve not set true to line and grade shall be removed and replaced at no cost to the City. Bending posts to make them plumb will not be permitted.

7.07 RB.4. 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) **CATALOG CUTS:** Bollard manufacturers' catalogue and supporting literature shall be submitted for approval.
- (B) **SHOP DRAWINGS:** All Shop Drawing submittals shall be as per **Section 1.06.13** of the NYC Department of Transportation's Standard Highway Specifications. Before the work is started, the Contractor shall submit shop drawings for approval.

7.07 RB.5. MEASUREMENT. The quantity of Retractable Bollards to be paid for under this item shall be the number bollards installed at the site in accordance with the Contract Drawings, the specifications and to the satisfaction of the Engineer.

7.07 RB.6 PRICE TO COVER. The price bid shall be unit price for each Retractable Bollard, furnished and erected, and shall include the cost for all labor, material, equipment, insurance, and incidental expenses necessary to complete the work, including excavation, concrete foundation and rebar; all in accordance with the Contract Drawings the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.07 RB	RETRACTABLE BOLLARD	EACH

**SECTION 7.50 B
BISTRO FURNITURE**

7.50 B.1. DESCRIPTION. Under this Section, the Contractor shall furnish and install Bistro Furniture in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

7.50 B.2. MATERIALS:

(A) Bistro Furniture shall be manufactured by Fermob, located in Thoissey, France.

(B) Bistro Furniture items shall be furnished by the following suppliers:

1. FermobUSA
62 Industrial Park Road
Dawsonville, GA 30534

2. Gracious Home
1201 Third Avenue
New York, NY 10021

3. Tarzian Hardware
193 7th Avenue
Brooklyn, NY 11215

4. or other approved supplier.

(C) **TABLE:** The Bistro table shall be a 24" perforated Round Folding Table, with steel frame, steel top, powder coating, color to be Poppy Red. Tables should fold in one simple motion. Entire table must be of one color.

(D) **CHAIR:** The Bistro chair shall be a Duraflon Folding Chair, with steel frame, Duraflon unbreakable resin slats, color to be Poppy Red. Seat to have five flat slats with a back support with two flat slats. Chairs must fold and stack up to 13. Entire chair must be of one color.

All bistro tables and chairs shall include foot protectors. All metal surfaces shall include rust inhibitor and top coat finish of colored thermal powder coating. Vendor must provide two year warranty against normal outdoor public use wear or an equivalent manufacturer warranty.

7.50 B.3. INSTALLATION. The Contractor shall coordinate the placement of the Bistro Furniture items within the plaza area with Washington Heights/Inwood Development Corporation, and as directed by the Engineer.

7.50 B.4.

MEASUREMENT.

- (A) The quantity of Bistro 24" Round Folding Table to be measured for payment shall be the number of tables actually installed at the site to the satisfaction of the Engineer.
- (B) The quantity of Bistro Duraflon Folding Chair to be measured for payment shall be the number of chairs actually installed at the site to the satisfaction of the Engineer.

7.50 B.6.

PRICES TO COVER. The price bid shall be a unit price per each type of Bistro Furniture furnished and installed and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 BRFT24	BISTRO 24" ROUND FOLDING TABLE	EACH
7.50 BDFC	BISTRO DURAFLOON FOLDING CHAIR	EACH

**SECTION 7.50 ST
STEEL BENCH**

7.50 ST.1. 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 ST.2. MATERIALS.

(A) Bench shall be manufactured by 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 denises@landscapeforms.com, Attn.: Denise Smith.

(B) Bench shall be furnished by the following suppliers:

1. Arenson Furniture Rental
1115 Broadway
New York, 10010
Attn: Marianne Adinolfi
(212) 633-2400
MAdinolfi@aof.com
2. AFD Contract Furniture Inc.
810 7th Avenue,
New York NY, 10019
Attn: Ted Cohen
(212) 721-7100
tcohen@afd-inc.com
3. Empire Office Inc.
105 Madison Ave. #15
New York, NY 10016
Attn: Lauren Woodie
(212) 607-5566
lwoodie@empireoffice.com
4. or other approved supplier.

(C) STYLES:

BACKED BENCH

"QASF0886-001"

- 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

"QASF0886-002"

- 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

(D) MOUNTING: Bench legs shall have steel anchor tabs to allow for surface mounting of bench.

(E) HARDWARE: Anchor bolts used to secure the benches to pavements shall be either stainless steel or hot-dipped galvanized steel. Type and dimensions of all bolts, nuts, and washers shall be as indicated on the Contract Drawings. Threads of all bolts shall have the ends upset after installation of nuts so as to render the connection vandal resistant.

7.50 ST.3. 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. 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.

- (C) **TOUCHUP AND REPAIR:** For all clean welds, bolted connections, and minor damage caused by transportation and installation of metal powder coated surface, the touch-up finish shall be in conformance with manufacturer's recommendations. Provide touch-up such that the repair is not visible from a distance of six feet (6'). The touch up color shall match the color of the powder coat.

7.50 ST.4. 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 ST.5. MEASUREMENT. The quantity of Steel Bench to be paid for under this item shall be the number of Steel Bench(s) of each type installed at the site to the satisfaction of the Engineer.

7.50 ST.6. PRICES TO COVER. The price bid shall be a unit price for each type of Steel Bench and shall include the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary, including, but not limited to, all painting, hardware, anchors, and the furnishing of a complete prototype sample; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Excavation and concrete shall paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
7.50 ST	STEEL BENCH BACKED	EACH
7.50 STB	STEEL BENCH BACKLESS	EACH

**SECTION 7.54
BRONZE TRENCH DRAIN GRATE AND FRAME**

7.54.1.

DESCRIPTION. This section describes fabrication and installation of Bronze Trench Drain Grates and Frames. Under the following items, qualified fabricators and installers shall procure materials including, but not limited to, cast bronze gratings, fabricate all necessary components including frames and anchorage devices, install all frames, castings, and other fabricated components, and finish all exposed surfaces.

Related Work Items:

8.06	SHEET MEMBRANE WATERPROOFING
BMP-GI-7.17G	OPEN-GRADED STONE BASE
4.05 EAC	7 IN THICK EXPOSED AGGREGATE REINFORCED CONCRETE PAVEMENT

7.54.2.

MATERIALS.

- (A) **GRATINGS AND FRAMES:** Trench gratings and frames shall be provided by the same manufacturer, and shall be of a design with parallel grooves and openings for trench grates, as manufactured by:
1. "A.D.A." style trench gratings supplied by Ironsmith Inc., 41701 Corporate Way, Palm Desert, CA, 92260
Phone: (800) 338-4766 x105 or (760) 776-5080 mlynch@ironsmith.biz;
 2. "Que" style trench supplied by IronAge Designs, 2104 SW 152nd St. Suite #4, Burien, WA 98166, Phone: (877) 418-3568 (206) 276-0925, Website: www.ironagegrates.com;
 3. Josam Trench Grate Series 76504-2-8 by BMB Sales Associates LLC, 1604 Hereford Road, Hewlett, NY 11557 Phone: (718) 604-7323 Fax: 718-604-7325;
 4. "Custom A.D.A." trench grate supplied by Campbell Foundry, 800 Bergen Street, Harrison, New Jersey 07029, Phone: (973) 483-5480, Fax: (973) 483-1843, Website: www.campbellfoundry.com;
 5. or approved equivalent.

Frames shall be shop-fabricated from stainless steel, with a continuous skirt and slotted tabs for bolting into existing concrete footing. The edge of frame visible at finish grade shall be bronze.

- (B) **CAM LOCK OPENING DEVICE:** One panel of trench drain shall be provided with a cam lock device to allow daily opening as necessary for clearing of accumulated debris. Provide two keys for opening.

- (C) **CAST BRONZE ELEMENTS:** The trench grate castings shall be in accordance with ASTM C 854 Copper Alloy (Yellow Brass) from 100% recycled materials or approved equivalent.
- (D) **FABRICATED BRONZE ELEMENTS:** Bar and sheet stock shall be in accordance with ASTM C 385 Architectural Bronze or approved equivalent.
- (E) **FABRICATED STAINLESS STEEL ELEMENTS:** Shall be in Type 316 and in accordance with ASTM A 240.
- (F) **FASTENING DEVICES:** shall be stainless steel.

7.54.3.

METHODS. Workmanship shall be in accordance with AISC Specifications and as specified herein. Temporary bracing shall be provided wherever necessary during assembly and erection, and shall be left in place as long as required. It is the Contractor's responsibility for safe practice in this regard. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Install bronze elements after danger of damage from construction traffic is past.

- (A) **INSPECTION:** Examine the areas and conditions where trench drain frames and grates are to be installed. Notify the Engineer of any conditions detrimental to the proper installation and subsequent use, and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work. Verify in writing.
- (B) **COORDINATION:** Coordinate the work of this Section to accommodate and fit work of other trades. Furnish or obtain, as applicable, templates and drawings to or from applicable trades for proper coordination of this work.
- (C) Frames for gratings shall be accurately formed to outside linear alignment or artwork to allow for secure seating of grate units without binding or rocking. All grating castings shall be manufactured true to pattern and component parts, and shall fit together in a satisfactory manner. The castings shall be of uniform pattern and quality, free from blowholes, hard spots, shrinkage, distortion or other defects. Castings shall be cleaned by shot blasting. Grates shall be drilled and counter-bored for Stainless Steel tamper resistant fasteners, supplied by trench manufacturer. Walking surface of grates and frames to be finished in a 30-grit linear brushed finish for appearance and slip resistance. No coatings of any kind shall be applied.
- (D) Install steel angle frames for grates in accordance with details specified on Contract Drawings and manufacturer's recommendations. Install frames to allow for secure seating of grate units without binding or rocking. Maintain vertical alignment flush with surrounding paving. If needed, grind pads on underside of trench grates to level and prevent grate rattle or rocking. Secure all gratings with specified fasteners. Restore finishes where damaged. Frames shall be set and anchored securely in concrete per Contract Drawings.

7.54.4.

QUALITY CONTROL. Except as modified by governing codes and by this Specification, comply with the applicable provisions and recommendations of the AWS "Structural Welding Code" including all supplements, addenda and special rulings applicable to building construction. All welding in the shop or field shall be subject to controlled inspection in accordance with NYC Building Code. Manufacturer of Trench Drain Gratings and Frames shall have minimum 5 years experience in cast grate manufacturing incorporating bronze castings. Installer of Trench Drain Gratings and Frames shall have minimum 2 years experience installing tree and trench grates and support frames.

Tolerances: Maximum variation from flush conditions for all elements shall be 1/16". Maximum variation in horizontal alignment of trench drains shall be 1/4" except where abutting stone curbwall, where joint width shall be maintained within 1/8" in either direction. Tolerances for fitting of gratings to frames shall be such that gratings fit without binding or gaps in excess of 1/8" on either side or total of 3/16" for both sides.

Protection: Store product in manufacturer's packaging until ready to install.

Warranty: Gratings and frames shall be warranted by the manufacturer against defects in materials and workmanship for a minimum of five (5) years.

7.54.5.

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) **QUALIFICATIONS:** Submit statements of qualifications for all fabricators and installers including images and address locations of previous similar installations of bronze fabrications.
- (B) **SHOP DRAWINGS:** All Shop Drawings submittals shall be as per **Section 1.06.13** of the NYC Department of Transportation's Standard Highway Specifications. Shop Drawings shall be submitted at the scale of 1"=1'0" for plans and elevations, and 3"=1'0" or larger for detailed cross-sections. Shop drawings shall take into account field measurements for horizontal and vertical alignment and clearly show how course conditions will be fabricated and installed. All shop drawings for items under this specification shall be coordinated and submitted concurrently.
- (C) **PRODUCT DATA:** Submit product information for all cast and fabricated metals, welding materials, anchor devices, and setting materials. All product data shall be submitted concurrently with samples.
- (D) **SAMPLES:** Submit samples of specified alloy for bronze bar stock for frames, 3 linear inches minimum, and minimum 2 cubic inches of specified alloy for grating castings. All samples shall be submitted concurrently.
- (E) **MOCK-UP:** Fabricate at the earliest possible time before proceeding with work and after approval of submitted samples and product data. The mock-up/sample must be as approved by the Engineer before the actual work may proceed. Provide and construct mock-up of Trench Drain Grates and Frames: Minimum 1.5 linear foot of 12" wide casting and one corner section, incorporating

bronze/stainless steel frame and tamper-resistant fasteners. Mock-up should also include EPDM Rubber Pond Liner and Open-Graded Stone Base. Clear digital photographs of mock-up shall be submitted for review prior to physical installation. Digital photographs of mock-ups shall be submitted not less than one month prior to scheduled installation.

7.54.6. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of Bronze Trench Drain Grates and Frames, 12 inch wide, actually installed at the site to the satisfaction of the Engineer.

7.54.7. PRICE TO COVER. The contract price bid per linear foot for Bronze Trench Drain Grate And Frame, 12 Inch Width, shall cover the cost of all labor, materials, fabrication, plant, insurance, anchoring, setting, equipment and all necessary incidentals required for completing of the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Open-Graded Stone Base, 7 inch Thick Exposed Aggregate Reinforced Concrete shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
7.54 BTD12	BRONZE TRENCH DRAIN GRATE AND FRAME, 12 INCH WIDTH	L.F.

**SECTION 7.57 DGR
DRILLING AND GROUTING REINFORCING BARS**

7.57 DGR.1. INTENT. This section describes Drilling and Grouting Reinforcing Bars.

7.57 DGR.2. DESCRIPTION. Under this section, the Contractor shall furnish all labor, materials, equipment, insurance, and incidentals required to drill and grout reinforcing bars, all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

7.57 DGR.3. MATERIALS. Grout material shall be a non-metallic, non-shrink grout or polymer resin supplied in prepackaged and/or premeasured containers. It shall contain no metals, rust or corrosion promoting agents and shall be moisture insensitive. Packaged stability of each component in original unopened containers stored in temperatures between 32°F and 100°F shall be a minimum of six months. The mixing instructions, cure time, and expiration date of the material shall appear on each container.

Material Requirements: The grouting material shall be able to withstand 50 cycles of freeze thaw (10% NaCl) with a maximum loss of 4%.

7.57 DGR.4. METHOD. Equipment - All equipment proposed for use shall be approved by the Engineer prior to actually performing the work.

1. Drilling and Grouting Reinforcing Bars:

- a. All holes shall be drilled by means of a rotary impact drill. If reinforcing steel is encountered, the reinforcing steel shall be cut and removed by means of a core drill. The remainder of the drilling shall be done with the rotary impact drill.
- b. Drilling with a lubricant will not be permitted. Water is not considered a lubricant. Drilling methods shall not cause spalling or other damage to concrete. Concrete spalled or otherwise damaged by the Contractor's operations shall be repaired in a manner satisfactory to the Engineer. Such repair shall be done at the expense of the Contractor.

- c. Holes shall be surface dry and shall have had all foreign and loose material removed immediately prior to grout placement.
- d. Grout shall be mixed and placed in strict accordance with the manufacturer's instructions, unless modified herein the contract documents. No grout shall be placed at a temperature below or above that recommended by the grout manufacturer.
- e. Prior to reinforcing bar placement in the grouted hole, all material which might interfere with bond between the reinforcing bar and the grout shall have been removed. This includes, but is not limited to: moisture, grease, dirt, mill scale and rust. Rust that cannot be removed even by vigorous scrubbing with a wire brush is considered firmly bonded and may remain. The hole diameter shall be in accordance with the grout manufacturer's recommendation. The reinforcing bars shall be inserted full depth into the hole and shall be manipulated to ensure complete coverage by the grout. After insertion of the bolt or reinforcing bar, all excess grout shall be struck-off flush with the concrete face. Should the grout fail to fill the hole after bolt insertion, additional grout shall be added to the hole to allow a flush strike-off.
- f. If the reinforcing bar is inserted in a hole with an axis predominantly horizontal to the ground surface, care shall be taken to prevent grout from running down the face of the concrete. These precautions shall be done in a manner satisfactory to the Engineer.

7.57 DGR.5 **MEASUREMENT.** The quantity measured for payment shall be the number of linear foot of holes into which grouted reinforcing bar have been satisfactorily inserted, measured to the nearest tenth of a foot, as shown on the Contract Drawings or directed by the Engineer.

7.57 DGR.6 **PRICE TO COVER.** The unit price bid per foot shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work.

The cost of the reinforcing bars will be paid for under a separate item and no payment will be made for any holes which do not contain both grout and reinforcing bar.

Payment will be made under:

Item No.	Item	Pay Unit
7.57 DGR	DRILLING AND GROUTING REINFORCING BARS	L.F.

SECTION 8.06
SHEET MEMBRANE WATERPROOFING

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

8.06.4. MATERIALS.

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

PHYSICAL PROPERTIES:

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

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

8.06.5.

EXECUTION.

- (A) INSPECTION: Verify that surfaces and site conditions are ready to receive work. Do not start work until all defects have been corrected.
- (B) PREPARATION:
 - 1. Preparation of the surface shall be done in accordance with the sheet membrane manufacturer's written instructions. Surfaces shall be clean and smooth, free of depressions, waves, projections, voids, spalled areas, holes (tie rod or rock pockets), spatters, ridges, and loose aggregate. Any contaminants shall be removed such as grease, oil, and wax.
 - 2. Concrete must be properly cured and dry. Curing time is a minimum of 7 days for normal structural concrete and a minimum of 14 days for lightweight structural concrete. Only self-dissipating curing compounds acceptable to the waterproofing membrane manufacturer shall be used. Resin type curing compounds shall not be used. Porous brick or block shall have smooth trowel-cut mortar joints or parge coat.
 - 3. All concrete surfaces shall have a smooth finish (broom finish is not acceptable).
 - 4. Removable forms shall be removed as soon as possible. Membrane must not be applied to decks with forms in place, unless the forms are vented.
 - 5. Grind irregular construction joints and high spots off to a suitable flush surface.
 - 6. Cracks greater than 1/16" in width shall be cut out to a minimum width of 1/4" with a minimum depth of 1/4", and sealed using polyurethane sealant prior to the installation of the sheet membrane.
- (C) PRIMING:
 - 1. Quick Dry Primer: Apply primer to a properly prepared, clean surface. All surfaces that are to receive a waterproofing membrane shall be primed at the rate of 250 to 300 square feet per gallon. Apply an even coat, and allow to dry. Refer to manufacturer's written application instructions for specific application rates and drying time.
 - 2. Water-Based Primer: Apply primer to a properly prepared, clean surface. All surfaces that are to receive a waterproofing membrane shall be primed at the

rate of 350 to 400 square feet per gallon. Apply an even coat, and allow to dry. Refer to manufacturer's written application instructions for specific application rates and drying time.

(D) APPLICATION:

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

(E) FLOOD TEST:

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

(F) MEMBRANE PROTECTION:

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

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

8.06.6.

QUALITY CONTROL.

- (A) QUALIFICATIONS: Applicator shall be a company specializing in the work of this Section and approved by the waterproofing membrane manufacturer.
- (B) DELIVERY, STORAGE, AND HANDLING:
1. Deliver products in the manufacturer's original containers, dry and undamaged, seals and labels intact.

2. Store products in weather protected environment out of direct sunlight, below 90°F, above 32°F clear of ground and moisture. All waterproof tarps shall be opaque.

3. Do not double stack pallets.

(C) ENVIRONMENTAL REQUIREMENTS: Do not apply waterproofing membrane during inclement weather, to a damp or frosty surface, or when ambient temperatures are below 35°F or above 90°F.

(D) PREINSTALLATION CONFERENCE:

1. Convene prior to commencing work of this Section. Meet at project site with installer, sheet membrane waterproofing manufacturer, installers of related work, and the Engineer.

2. Review installation procedures and coordination required with related work.

(E) WARRANTY: Provide manufacture's standard written 5 year limited material warranty upon completion of the work.

8.06.5. MEASUREMENT. The quantity measured for payment shall be the number of square feet of Sheet Membrane Waterproofing actually installed at the site to the satisfaction of the Engineer. No quantity will be included for material used for repair of tear or for material used to provide the overlaps.

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

Payment will be made under:

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

**SECTION 8.15 A
DRINKING FOUNTAIN**

8.15 A.1. DESCRIPTION. Under this Section, the Contractor shall furnish all labor, materials, equipment, insurance, and all necessary incidentals required to furnish and install the accessible Drinking Fountain in compliance with all A.D.A. and A.N.S.I. standards, including, but not limited to, all internal plumbing, access doors, bubblers, anchoring to foundation, and connection to water service preinstalled in the foundation; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

8.15 A.2. MATERIALS.

- (A) **DRINKING FOUNTAIN:** The Drinking Fountain shall be Model 3202G as manufactured by Haws Corporation 1455 Kleppe Lane, Sparks Nevada Tel (775) 353-8300, Fax (775) 359-7424. Website: www.hawesco.com. E-mail haws@hawesco.com. The Drinking Fountain shall be a barrier-free pedestal drinking fountain that includes a 12 gauge galvanized steel pedestal, push-button operated stainless steel valve with front-accessible cartridge and flow adjustment, 100% lead-free waterways, polished chrome-plated brass vandal-resistant bubbler head backed against a pedestal guard, trough design in the pedestal instead of a waste to eliminate clogging and a 1/4" spacer to raise the pedestal off the ground which reduces the potential for corrosion, integral mounting feet, and an over-size vandal-resistant access plate.

Drinking Fountain shall be furnished by the following suppliers:

1. Solco Plumbing Supply
931 Zerega Avenue
Bronx, NY 10473
Attn: Brian Cambell
(718) 345-1900 Bronx
(718) 259-8010 Brooklyn
2. Webster Plumbing Supply
1758 Webster Avenue
Bronx, NY 10457
(718) 583-1600
3. Green Art Plumbing Supply
65 South Columbus Avenue
Freeport, NY 11520
Attn: Gerard/ Steve
(516) 223-3660
4. or other approved supplier.

- (B) **ANCHOR BOLTS:** Anchor bolts shall be four (4) galvanized 1/2" 13UNC x 6" long anchors and galvanized washers and tamper proof nuts installed as per the Contract Drawings and to the dimensions of the connecting points on the

drinking fountain.

- (C) 2" PVC SLEEVE: 2" PVC sleeve for embedment in foundation and to provide for 1" copper water pipe service.

8.15 A.3. QUALITY CONTROL. The Drinking Fountain shall have all unique components pre-tested and factory installed before delivery to site. All field connections shall be made by a Licensed Plumber under the rules and regulations of the City of New York. All parts and installation shall meet applicable requirements of N.Y.C. Codes. The fountain is to be handled by lifting points designated by the manufacturer; no chipped or cracked fountains will be acceptable.

8.15 A.4. WINTERIZATION. Drinking Fountain shall be winterized by shutting off water supply and opening bleeder valve outside of fountain (see Contract Drawings). The fountain shall be designed to allow internal water to drain by gravity.

8.15 A.5. DRAINAGE: Drinking Fountain shall drain from its trough basin off the back and onto the adjacent permeable concrete pavement, as indicated on Contract Drawings. Contractor to ensure that surrounding installed permeable pavers are free flowing to allow drainage of fountain.

8.15 A.6. 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) **CATALOG CUTS:** The Contractor shall submit Catalogue Cuts of the hardware, manhole frame and cover, brass bubblers, push buttons, and all other plumbing parts for approval twelve (12) weeks prior to proposed installation.
- (B) **SHOP DRAWINGS:** All Shop Drawings submittals shall be as per **Section 1.06.13** of the NYC Department of Transportation's Standard Highway Specifications. The Contractor shall submit a complete dimensional shop drawing, for approval, twelve (12) weeks prior to proposed installation, showing details of construction, reinforcement, plumbing, etc., including gauges of metal and thickness of wall construction.

8.15 A.7. FIELD INSTALLATION. Prior to the installation of the Drinking Fountain, the Contractor shall install the 2" PVC sleeve for the water service and anchor bolts in the foundation during the pouring and installation of the drinking fountain foundation. Bolts shall be installed as per the manufacturer's instructions to the correct height and dimensions of the connecting points at the base of the fountain. The Contractor shall also ensure that the poured concrete foundation with water line is correctly installed, set level on a bed of compacted crushed stone as per the dimensions as shown on the Contract Drawings. The drinking fountain shall be handled at lifting locations designated by the

manufacturer and connected to anchoring system as shown on the plan. Any deviation from the Contract Drawings or difficulty installing the fountain due to the incorrect installation of the anchor bolts in the foundation shall be corrected by the Contractor to the satisfaction of the Engineer at no additional cost to the City. The Contractor shall furnish and install all pipe, fittings, valves, and other sundries to complete the plumbing connection to the water service installed in the foundation (see Contract Drawings). All field plumbing connections to be made by a Licensed Plumber.

8.15 A.8. MEASUREMENT. The quantity to be measured for payment shall be the number of Drinking Fountains installed at the site to the satisfaction of the Engineer.

8.15 A.9. PRICE TO COVER. The contract price bid for each Drinking Fountain shall include the cost of all labor, materials, equipment, insurance, and all incidentals necessary to complete the work, including but not limited to, furnishing and installing the drinking fountain with all internal plumbing, access doors, bubblers, anchoring to foundation, connecting to water service preinstalled in the foundation; all in accordance with the Contract Drawings, the specifications and as directed by the Engineer.

Concrete and Type K Copper Tubing shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
8.15 A	DRINKING FOUNTAIN	EACH

**SECTION 9.13 HD
HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE**

9.13 HD.1. INTENT. This section describes the furnishing and installation of High-Density Polyethylene (HDPE) Pipe and all its components as part of this project, as shown on the Contract Drawings and as directed by the Engineer.

9.13 HD.2. DESCRIPTION. Under this Section, the Contractor shall furnish and install HDPE pipe in accordance with the Contract Drawings, specifications and directions of the Engineer. All work of connecting and joining to other pipes or drainage structures, including connecting pieces, and excavation, bedding and backfill, shall also be included under these items.

9.13 HD.3. MATERIALS.

(A) PIPE: HDPE pipe shall have a full circular cross-section, with a corrugated exterior wall and a smooth inner wall (waterway). Corrugations may be either annular or spiral. HDPE pipe shall be made from virgin polyethylene compounds that conform to the requirements of cell classification 424420C (ESCR Test Condition B) for 4 through 10 inch diameters and cell classification 435400C for 12 through 60 inch diameters as defined and described in ASTM Designation D 3350, except that carbon content should not exceed 4%. All pipe and pipe connections shall be soil-tight and shall be by the same manufacturer to ensure compatibility of materials.

Acceptable manufacturers for HDPE pipe:

1. Advanced Drainage Systems, Inc., Ludlow, MA
2. ISCO Industries, Louisville, KY
3. JM Eagle, Livingston, NJ
4. Hancor, New York, NY
5. or an approved equivalent.

(B) FITTINGS: Pipe fittings shall not reduce or impair the overall integrity or function of the pipe line. Fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings, such as couplers, and branch or complimentary assembly fittings such as tees, and end caps, etc. These fittings may be installed by various methods, such as snap-on, screw on, bell and spigot, and wrap around. Couplings shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Only fittings supplied or recommended by the pipe manufacturer shall be used to ensure compatibility of materials. Where recommended by manufacturer, a neoprene or rubber gasket shall be supplied for joint fittings. All pipe fittings and pipe connections shall be soil-tight.

Acceptable manufacturers for HDPE pipe fittings:

1. Advanced Drainage Systems, Inc., Ludlow, MA.
2. ISCO Industries, Louisville, KY
3. JM Eagle, Livingston, N.J
4. Hancor, New York, N.Y
5. or an approved equivalent.

All approved pipe and fittings shall be sourced and purchased from the same manufacturer only and installed as shown on the Contract Drawings.

- (C) **SELECT GRANDULAR FILL:** for select granular fill gradation requirements, see **NYCDOT Standard Highway Specifications - Section 4.11.3.(C).**

9.13 HD.4. SUBMITTALS.

Contractor shall submit for Engineer's approval manufacturer's product data sheets, installation details and instructions for HDPE pipe, pipe fittings, and connections.

9.13 HD.5. METHODS.

- (A) Installation of the pipe shall be in accordance with ASTM Recommended Practice D 2321, unless specified otherwise in the Contract Documents.

- (B) Installation:

1. Install and maintain proper Erosion and Sediment Control Measures during construction, as directed by the Engineer, to avoid clogging of the pipes. During the progress of the work, the exposed ends of the pipe shall be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.
2. Trench excavation shall be to a minimum depth of 6" below the outside bottom of the pipe. Unless otherwise directed, the trench shall be fully excavated for its entire length before any pipes are laid therein. Refer to Contract Drawings for pipe inverts. Where trench bottom is unstable, the Contractor shall excavate to a depth as required by the Engineer and replace with suitable material as specified by the Engineer. Width of trench shall be as per pipe manufacturer's recommendations.
3. Place a 6" minimum depth of bedding material. Bedding material shall be compacted select granular fill.
4. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from the site of the work by and at the sole expense of the Contractor.
5. Lay HDPE pipe as per manufacturer's recommendations over bedding material. All pipe shall be laid in reasonably close conformity to line and grade and shall have a full, firm and even bearing at each joint and along the entire length of pipe. Joint misalignment shall not result in offsets, in the

interior smooth liner, greater than one-quarter (1/4") inch. Pipe laying shall begin at the downstream end and progress upstream. Any single run of pipe, excluding end sections, shall consist wholly of the same type material unless otherwise directed by the Engineer. No section of pipe used shall be less than three (3') feet in length. Keep trenches dry during pipe laying.

6. Provide for and install all joints, couplings, fittings, rings and connections as per manufacturers' instructions and applicable ASTM and ANSI standards. Clean joint contact surfaces immediately prior to joining. Use lubricants, primers, or adhesives as recommended by the pipe or joint manufacturer.
7. Initial backfill material shall be select granular fill and shall envelope the pipe, under the haunches and around the sides up to a minimum height of six (6") inch above the pipe, and compacted in six inch (6") layers. Trench and backfill width shall be as per manufacturer's recommendations.
8. Any sediment which enters pipes during construction shall be removed within 24 hours.
9. Prior to project completion, and as directed by Engineer, the Contractor shall clean pipes by removing all accumulated sediment and debris.
10. Do not remove Erosion and Sediment Control measures until site is fully stabilized.

9.13 HD.6. MEASUREMENT. The quantity of High-Density Polyethylene Pipe in the diameter noted to be measured for payment shall be the number of linear feet (laying length) of HDPE pipe, including fittings, measured in their final position, installed to the satisfaction of the Engineer.

9.13 HD.7. PRICES TO COVER. The contract price bid shall be a unit price per linear foot of each size High-Density Polyethylene Pipe in the diameter noted, furnished and installed as shown on the Contract Drawings and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, excavation of all materials of whatsoever nature encountered (except the excavation of boulders in open cut and ledge rock), furnishing and installing bedding, sheeting and bracing, backfilling, cleaning up, furnishing and installing pipe and fittings, and connecting and joining pipe to other pipes or drainage structures; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.13 HD	6" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.
9.13 HD8	8" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.
9.13 HD12	12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.
9.13 HDP	6" PERFORATED HIGH-DENSITY POLYETHYLENE UNDERDRAIN PIPE	L.F.

**SECTION BMP-GI-7.17G
OPEN-GRADED STONE BASE**

BMP-GI-7.17G.1. INTENT. This section describes the construction of an Open-Graded Stone Base.

BMP-GI-7.17G.2. DESCRIPTION. Open-graded stone base shall consist of the furnishing and placing of broken stone in the places designated on the Contract Drawings, and in such other locations as field conditions require. The thicknesses and locations of the "open-graded stone base" shall be as shown on the Contract Drawings or as determined by field conditions and ordered by the Engineer.

BMP-GI-7.17G.3. MATERIALS. All materials for this work shall comply with the latest New York State Department of Transportation Standard Specifications Coarse Aggregate Section 703.02. Prior to the placement of any base material, the Contractor shall submit a representative sample to the Engineer and obtain approval, in writing. The material shall be #3 crushed stone (or larger) that is washed and sorted between 2" and 2-1/2" to provide in-place voids of at least 30%.

The quality of the stone particles shall be determined by the Magnesium Sulfate Soundness Test (ASTM C 88). The maximum percent loss at 4 cycles, by weight, shall be 20%.

BMP-GI-7.17G.4. METHODS. The material shall be spread in equal thickness layers. The Contractor shall assume full responsibility for any contamination and/or degradation of any part of this base during construction and shall, at his own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

BMP-GI-7.17G.5. MEASUREMENT. The quantity to be measured for payment shall be the number of cubic yards of material, measured in place, to the satisfaction of the Engineer.

BMP-GI-7.17G.6. PRICE TO COVER. The contract price bid per cubic yard shall cover the cost of all labor, materials, equipment, insurance, and necessary incidentals required to complete the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
BMP-GI-7.17G	OPEN-GRADED STONE BASE	C.Y.

**SECTION NYC-655.01010011
PAVER-GRATE SUSPENSION SYSTEM**

NYC-655.01010011.1.

DESCRIPTION. This item consists of furnishing and installing Paver-Grate Suspension System in the quantity and at the locations shown on the Contract Drawings, listed in the proposal, or as ordered by the Engineer.

NYC-655.01010011.2.

MATERIALS. Paver-grate suspension systems shall conform to the requirements specified for Iron Castings in **Section 715-05** of the NYSDOT Standard Specifications and ASTM Designation A 76, Class 30 or better. All castings shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. They shall be of uniform quality; free from blowholes, pouring faults, porosity, hard spots, shrinkage, distortion, or other defects. They shall be smooth and well cleaned by shot blasting. Paver-grate suspension system shall contain, but not be limited to, the following components:

Paver-grate suspension systems shall be the size, shape and thickness as specified and/or as shown on Contract Drawings. They shall be furnished with cast iron angle frames designed for use with the grate. Paver-grate suspension systems shall also incorporate an expandable tree opening with a minimum size opening as shown on the Contract Drawings.

Paver-grate suspension systems are to be coated at the factory with a rustic red primer as approved by the Engineer, and shall be painted before installation with Black Paint as defined in **Section 708-14 of the NYSDOT Standard Specifications**, unless otherwise specified.

The Granite Paver-Grate Suspension System, Model 6220 6'-0" square grate, US Patent #5,787,637 shall be manufactured by Ironsmith Inc., 41701 Corporate Way, Palm Desert, California, 92260,; Phone: (800) 338-4766 x105 or (760) 776-5080, contact: mlynch@ironsmith.biz

The Paver-Grate Suspension System may also be furnished by the following distributors:

- (1) O'Brien and Sons, Inc.
93 West Street
P.O. Box 650
Medfield, MA 02052-0650
Phone: 508-359-4200
- (2) DuMoore Systems
26650 Wesley Chapel Blvd.
Suite D
Lutz, FL. 33559
Phone: (800) 277-5015
- (3) BV-Associates
580 Bellerive Road
Suite 5A

Annapolis, MD 21409
Phone: 800-496-0487

(4) or other approved suppliers.

The manufacturer's specifications and/or brochures in sufficient detail to indicate compliance with this specification shall be made available to the Engineer, one week prior to delivery of the paver-grate suspension systems to the project site.

NYC-655.01010011.3.

METHODS. Contractor shall form and pour concrete in a square, true, flat plane to prevent rocking of the paver-grate. To ensure the paver-grate and chosen paving material fit properly, it is recommended that either a paver-grate and paving material or a template be used during the forming and pouring process.

The Contractor shall install the paver-grates to the lines, grades and dimensions as shown on the Contract Drawings or as directed by the Engineer. The frame sections shall be bolted together and cast into the concrete. They must be level and the seat for the grate must be in a true, flat plane. The seat for the grate shall be cleaned prior to setting. Grate sections shall be bolted together.

Install the tree, leaving a recommended 4 inches air space between the top of the root ball and the bottom support of the paver-grate.

A porous geotextile separation shall be placed over the paver-grate and onto the concrete prior to installing the setting bed. This will keep the setting bed from migrating into the tree pit and allow sand to be placed under the pavers on the paver-grate for any needed height adjustment.

NYC-655.01010011.4.

MEASUREMENT. The quantity to be measured for payment shall be the number of Paver-Grate Suspension Systems furnished and installed in accordance with the Contract Drawings, the specifications and directions of the Engineer.

NYC-655.01010011.5.

PRICE TO COVER. The unit bid price for the Paver-Grate Suspension System shall cover the cost of furnishing all labor, materials, plant, insurance, and equipment necessary to install the paver-grate suspension system in accordance with the Contract Drawings, specifications and direction of the Engineer.

Payment for Plastic Filter Fabric separation shall be made under Item No. 6.68 and payment for support concrete wall to be made under Item No. 4.06.

Payment will be made under:

Item No.	Item	Pay Unit
NYC-655.01010011	PAVER-GRATE SUSPENSION SYSTEM	EACH

**SECTION PK-12
WATER TAP**

PK-12.1 DESCRIPTION. Under this Section, the Contractor shall obtain permits from the New York City Department of Environmental Protection (NYCDEP), and install water tap of the size specified at existing New York City water mains where shown on the Contract Drawings.

PK-12.2 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 NYCDEP.

PK-12.3 MATERIALS & EXECUTION. The Contractor shall notify the Engineer and the NYCDEP 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 NYCDEP and New York City Department of Transportation requirements.

Included under this item, the Contractor shall abandon, disconnect, cap, 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 NYCDEP and shall be paid for by the Contractor.

PK-12.4 MEASUREMENT. The quantity to be measured for payment shall be the number of Water Tap, 1" Diameter, installed to the satisfaction of the Engineer.

PK-12.5 PRICE TO COVER. The contract price bid shall be a unit price for each Water Tap, 1" Diameter, and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, 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 NYCDEP; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Excavation, Sawcutting, and Restoration of Street Pavement (where applicable) will be paid under separate items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-12A	WATER TAP, 1" DIAMETER	EACH

**SECTION PK-124 C7
CATCH BASIN (DPR TYPE C-7)**

PK-124 C7.1. DESCRIPTION. This Section describes the furnishing and installation of NYC Department Of Parks And Recreation Standard Catch Basin and all its components as part of this project, as shown on the Contract Drawings and as directed by the Engineer.

PK-124 C7.2. DESCRIPTION. Under this Section, the Contractor shall furnish, build, and install a catch basin, including, but not limited to, concrete structures, reinforcement, brick masonry/mortar, ladder rungs, hoods, and connecting pieces; all in accordance with the Contract Drawings, the specifications and directions of the Engineer. All incidental work to complete the structures, including plastering and joining of NYCDPR standard catch basin structures and its components, excavation, backfill, backfill material, and temporary support as required shall be included under this item.

PK-124 C7.3. MATERIALS.

- (A) **CONCRETE BASE:** Concrete shall comply with the requirements of **NYCDEP General Specification 11 – Concrete, as modified in Section 2.15** of the NYCDEP Standard Sewer Specifications. Concrete shall be Class A-40, 4,000 psi, non-air entrained.
- (B) **PRECAST CONCRETE:** The use of factory precast concrete drainage structures may be substituted for brick masonry at no additional cost to the City. If precast concrete is to be used, concrete shall meet requirements of the **Section 4.06** of the NYCDOT Standard Highway Specifications, Class A-40, and precast unit shall meet or exceed AASHTO HS-20 loading.
- Precast concrete structures shall be manufactured by:
1. Binghamton Precast, Binghamton, NY
 2. Oldcastle Precast, Selkirk, NY
 3. Precast Concrete Sales Company, Valley Cottage, NY
 4. or approved equivalent.
- (C) **BRICK MASONRY:** Brick masonry set in cement mortar shall be used to adjust frames to final grades as directed by the Engineer, and shall be used to construct the walls of the catch basin structure as per Contract Drawings if optional precast concrete structure is not to be used. Brick and brick masonry shall comply with the requirements of **Section 2.16** of the NYCDEP Standard Sewer Specifications.
- (D) **CEMENT MORTAR:** Cement mortar shall comply with the requirements of **Section 2.17** of the NYCDEP Standard Sewer Specifications. Mortar shall consist of sand mixed with Portland Cement, water, and additives, when required in definite proportions so as to produce a stiff mixture. Proportions shall be in accordance with **General Specification 11 – Concrete, as modified in Section 2.15** of the NYCDEP Standard Sewer Specifications.

All bricks used in the work shall be new, sound, and hard burned throughout, and of uniform size and quality. If required, the brick shall be culled immediately after they are brought up on the work, and all bricks which are warped, cracked, or of improper quality shall be removed. The proportion of bats permitted will be determined according to the character and location of the work in which they are to be used.

- (E) **REINFORCEMENT:** Steel bar reinforcement and dowels shall be provided as shown on the Contract Drawings, or as ordered by the Engineer. Rebars shall be Type I Grade 60 and shall conform to **Section 2.19** of the NYCDEP Standard Sewer Specifications.
- (F) **LADDER RUNGS:** Ladder rungs for catch basins and manholes shall be constructed of wrought iron and shall be hot-dipped galvanized after bending. If precast concrete drainage structure is to be used in lieu of masonry structure, ladder rungs for precast drainage structures may be constructed of copolymer polypropylene plastic, as manufactured by M.A. Industries, 303 Dividend Drive, Peachtree City, GA Phone (770) 487-7761, or approved equivalent, at no additional cost to the City.
- (G) **HOODS:** Cast iron hood, hook, and wall plate shall be by Campbell Foundry No. 2561 or approved equivalent.
- (H) **FRAMES:** Cast iron frame shall be by Campbell Foundry No. 41260018 or approved equivalent.

Cast iron ladder rungs, hoods and frames shall be manufactured by:

- 1. Campbell Foundry, Harrison, NJ
 - 2. Neenah Foundry, Neenah, WI
 - 3. Syracuse Castings, Syracuse, NY
 - 4. or approved equivalent.
- (I) **GRATES:** Cast iron grate shall be by Campbell Foundry No. 4126001 or approved equal.

PK-124 C7.3. METHOD.

- (A) **Recommended installation:**
 - 1. Excavate trench depth to proposed catch basin bottom. Refer to Contract Drawings for structure depth.
 - 2. Lay concrete base as indicated on Contract Drawings.
 - 3. Lay bricks as per Contract Drawings with 1/2" plaster and 1:2 cement mortar. Bricks shall be satisfactorily wet when being laid, and each brick shall be laid in cement mortar so as to form full bed, end and side joints at one operation. The joints shall not be wider than three-eighth inch (3/8"), except when the bricks are laid radially, in which case the narrowest part of the joint shall not exceed one quarter inch (1/4"). The bricks shall be laid in a

workmanlike manner true to line and wherever practicable, the joint shall be carefully struck and pointed on the inside. Brickwork shall be laid with a satisfactory bond and as it progresses, shall be racked back in course, unless otherwise permitted. (All fresh brickwork shall be carefully protected from freezing and from drying effects of the sun and wind, and, if required, shall be sprinkled with water at such intervals and for such time as may be directed. Brickwork shall be protected from injuries of all sorts, and all portions which may become damaged or may be found defective shall be repaired, or if directed, to be removed and rebuilt to the satisfaction of the Engineer.)

4. When using precast concrete drainage structure as a substitute for the masonry structure, the Contractor accepts full and complete responsibility for the location of knock-out holes that allow for the entrance of drainage pipes. All pipe invert dimensions shall be verified in the field by the Contractor prior to ordering precast drainage structures. No additional compensation shall be paid by the City of any discrepancies that may occur.
5. Provide pipe connections and catch basin hoods as indicated on Contract Drawings.
6. Grout bricks in precast slab at the job site as indicated in Contract Drawings.
7. Provide full bed of cement mortar and bricks as necessary for frame casting.
8. Provide cast iron frame. Frames shall be adjusted to the final grades by the use of cement mortar or brick masonry set in cement mortar as directed by the Engineer.

PK-124 C7.4. SUBMITTALS.

- (A) **SHOP DRAWINGS:** The Contractor shall submit shop drawings, drill sheets, and submittals for DPR standard catch basins, to include all invert elevations and material meeting the requirements specified.
- (B) **PRODUCT DATA:** The Contractor shall provide Product data and installation details for:
 - a. Ladder rungs
 - b. Hood
 - c. Frame
- (C) **CERTIFICATIONS:** Certifications for concrete mix, and masonry bricks meeting or exceeding the specified requirements.

PK-124 C7.6. MEASUREMENT. The quantity to be measured for payment shall be the number of Catch Basin (DPR Type C-7), actually installed, in place, to the satisfaction of the Engineer.

PK-124 C7.7. PRICE TO COVER. The price bid shall be a unit price for each Catch Basin (DPR Type C-7) furnished and installed as shown on Contract Drawings and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, furnishing and installing catch basin concrete structures, reinforcement, brick masonry/mortar, ladder rungs, hoods, frame and connecting pieces, the cost of excavation, backfilling, furnishing and placing all backfill material, sheeting and bracing, and temporary support, as required; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-124 C7	CATCH BASIN (DPR TYPE C-7)	EACH

SECTION PK-13
TYPE "K" COPPER TUBING

PK-13.1. DESCRIPTION. Under this Section the Contractor shall furnish, install and connect the water pipe of the size shown in accordance with the Contract Drawings, 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) **PIPE AND NIPPLES:** Pipe and short threaded nipples shall be brass conforming to ASTM Designation B 43 or copper conforming to ASTM B 42, regular wall thickness, except that pipe and nipples of sizes 1-inch and smaller shall be extra strong. Threads shall conform to ASME B1.20.1, NPT.
- (C) **SOLDER JOINT FITTINGS:**
1. Wrought copper solder joint seamless fittings shall be designed for use with copper water tube and conform to ASTM Designation B 75 and ASME B16.22. Material shall be UNS C10200, C12000, or C12200.
 2. Cast copper joint pressure fitting shall be designed for use with copper water tube and conform to ASME B16.18.
 3. Use solder joint fittings for working pressures of 300 psi or less.
- (D) **THREADED FITTINGS:** Cast bronze threaded fittings shall be designed for use with brass or copper pipe and nipples and conform to ASME B16.15, Class 125 and 250. Use Class 125 fittings for working pressures of 200 psi or less. Use Class 250 fittings for working pressures greater than 200 psi, but less than 400 psi.
- (E) **FLANGES AND FLANGED FITTINGS:** Cast bronze pipe flanges and flanged fittings shall conform to ASME B16.24, Class 150 or Class 300. Use Class 150 flanged fittings for working pressures of 225 psi or less. Use Class 300 flanged fittings for working pressures greater than 225 psi; but less than 500 psi. Provide flat faced flanges. Use solder joint or threaded end companion flanges. Companion flanges with solder joint or threaded end shall be limited to the pressure rating of the pipe connection and not the flanged joint.
- (F) **SOLDERING FLUX:** Soldering flux shall comply with ASTM Designation B 813.
- (G) **BOLTS, NUTS AND GASKETS FOR FLANGES:**
1. When both aboveground and buried adjoining flanges are bronze, use bronze bolts and nuts. Bolts shall conform to ASTM Designation F 468, Grade C65100 or C63000. Nuts shall conform to ASTM Designation F 467, Grade C65100 or C63000.

2. When only one of the aboveground adjoining flanges is bronze, use Type 316 stainless steel bolts and nuts conforming to ASTM Designation A 193, Grade B8M for bolts and ASTM Designation A 194, Grade 8M for nuts.
3. Connect to buried ferrous flanges with flange insulation kits. Bolts used in flange insulation kits shall conform to ASTM Designation B 193, Grade B7. Nuts shall comply with ASTM Designation A 194, Grade 2H. If the adjoining buried flange is bronze, use bronze bolts and nuts as described above, without a flange insulation kit.

PK-13.3. SUBMITTALS. Submit manufacturer's catalog data and descriptive literature for copper pipe, tube, fittings, miscellaneous piping materials, and solder. Show dimensions and materials of construction by specification reference and grade.

PK-13.4. INSTALLATION.

- (A) 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.
- (B) When the foundation is good firm earth, the earth should 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 should 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.
- (C) 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.
- (D) Install pipe and tube without springing, fording, or stressing the pipe, tube, or any connecting valves.
- (E) Provide pipe hangers and supports for pipe and tube where installed above ground, in vaults and structures.
- (F) Use soldered joints and fittings with copper water tube in buried and exposed service.
- (G) Use threaded joints and fittings with brass or copper piping in buried and exposed service
- (H) Tube cutters shall always be sharp. Do not take too deep a cut with each turn of the cutter or back and forth motion of a saw blade.
- (I) Cut tubing square and remove burrs. Use a sizing ring on the ends of soft copper tubing, and bring to true dimension and roundness. Clean the surfaces to be soldered with fine emery cloth, cleaning pads, or special wire brushes. Rub hard enough to remove the surface film of oil, grease, heavy oxide, and soil, but not hard enough to remove metal. Coat clean surfaces with a thin film of non-toxic

and non-corrosive flux, assemble joint full depth, and remove excess flux before soldering.

- (J) Make soldered joints in accordance with ASTM Designation B 828. Solder shall penetrate to the full depth of the cup in joints and fittings. Solderers shall comply with ASME B31.3, paragraph 333.
- (K) Bends in soft copper tubing shall be long sweep. Shape bends with shaping tools. Form bends without flattening, buckling, or thinning the tubing wall at any point.
- (L) Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to male pipe threads before mating threaded joint. Joints shall be watertight.

PK-13.5. TESTS.

- (A) The Contractor shall not backfill over any pipe until ordered by the Engineer.
- (B) 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. Temporary caps shall be placed where required to permit making the tests where valves are not available. The tests shall be made in the presence of the Engineer or his representative.

PK-13.6. DISINFECTION.

- (A) After the tubing has been laid, but prior to being put into service, it shall be thoroughly disinfected with chlorine concentration as follows:

25-PPM	24-hour contact time (dry lay)
100-PPM	3-hour contact time (dry lay)
300-PPM	15-minute contact time (relay)
- (B) DRYLAYS: (i.e., main is isolated from distribution system and does not have to be put into service immediately) The required chlorine solution shall be injected through a tap inserted in the line for that purpose by the Contractor, the point of application to be at one end of the pipe section with the bleed at the opposite end.

Chlorine residual shall be monitored at the bleed end to determine if the proper chlorine concentration is reached. When the proper concentration is reached, the required contact period shall begin.

When using 100-PPM solution for three (3) hours, if the concentration goes below 50-PPM during disinfecting, chlorine must be added to bring the concentration back to 100-PPM.

When using 25-PPM solution for twenty-four (24) hours, the chlorine residual must be checked at the end of twenty-four (24) hours. If the residual is less than 10-PPM, the above procedure must be repeated.

After the mains are sufficiently disinfected they shall be thoroughly flushed. Samples will then be obtained and tested. The main will not be put into service until such time that the test results have been found acceptable.

- (C) **RELAYS OR WETLAYS:** (i.e., main must be put into service as soon as possible) Chlorine powder shall be distributed uniformly in the main during installation of the pipe to obtain the 300-PPM concentration. This solution shall have a minimum contact time of fifteen (15) minutes and be thoroughly flushed before putting the main into service and opening the service lines. This should be accomplished by having the one and one-half (1-1/2) inch tap used for flushing opened only slightly during the first fifteen (15) minutes followed by completing flushing of the system of all excess chlorine. In all cases, this flushing shall not be less than fifteen (15) minutes after the tap is fully open.

At tie-ins where flushing cannot be accomplished without the possibility of a heavy concentration of chlorine entering the distribution system, disinfecting procedures may be altered at the discretion of the Engineer. However, all new pipes must be thoroughly cleaned and sprayed with a one percent (1%) hypochlorite solution prior to installation and flushed thoroughly.

In all cases, the main shall not be put into service for domestic consumption until the sanitation condition of the interior of the main is satisfactory to the Engineer.

Should the Contractor neglect or refuse to comply with any of the above stipulated provisions for cleaning and disinfecting the pipes and fittings and maintaining them clean while the pipe is being laid, then the Engineer may, without further notice, stop all work on the contract until the Contractor complies.

PK-13.7. MEASUREMENT. The quantity of Type 'K' Copper Tubing to be measured for payment shall be the number of linear feet (laying length), of size specified, including fittings, incorporated in the work to the satisfaction of the Engineer.

PK-13.8. PRICE TO COVER. The contract price bid per linear foot for Type K Copper Tubing, of size specified, shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to complete the work, including but not limited to, furnishing and placing fine gravel; all in accordance with the Contract Drawings and specifications and directions of the Engineer.

Excavation, water tap and restoration will be paid for under their respective items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-13D	TYPE K COPPER TUBING, 1" DIAMETER	L.F.

**SECTION PK-143-1A
RPZ AND WATER METER**

PK-143-1A.1.

INTENT. Under this Section the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install a complete RPZ, Water Meter w/ Remote system including but not limited to:

1. Reduced Pressure Zone (RPZ) device is also known as a Backflow Preventer;
2. Water Meter shall include Water Meter and Water Meter Strainer;
3. All piping, fittings, valves, test tee, and test tee valve, if required and other incidentals necessary to complete plumbing work and connection to water service and water feed lines in accordance with the Contract Drawings, specifications, and directions of the Engineer;
4. Provide labor for winterizing the system for the first winter after the system is operational and accepted by the City.

PK-143-1A.2.

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 acceptance 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. Quantities of materials and equipment need to be included. No deviations from the specifications shall be allowed.

- (A). WATER PIPE: Shall comply with specification **Section PK-13**.
- (B) RPZ:
 - a. The RPZ (Reduced Pressure Principle Backflow Prevention device) shall be Watts 009, Febco Model #825YA, Wilkens 975XL, or approved equivalent.
 - b. Size as indicated on the Contract Drawings.
 - c. The RPZ shall meet the requirements of American Society of Sanitary Engineers (ASSE) Standard 1013 & the American Water Works Association (AWWA) Standard Code 506-78.
 - d. The RPZ shall consist of two independently operating center guided, spring loaded, "Y" pattern check valves and one hydraulically dependent differential relief valve. Mainline valve body and caps including relief valve body and cover shall be bronze. Check valve and relief valve components shall be constructed so they may be serviced without removing the valve body from

the line. Shut-off valves and test cocks shall be full ported resilient seated ball valves.

- (C). METER OUTLET CONTROL VALVE: The MOCV shall be a Class 125, all bronze gate valve, with non-rising stem and solid disc, with screwed bonnet and threaded ends, such as Stockham Figure B-103, or approved equivalent model from American Valve, Greensboro, NC or Milwaukee Valve, New Berlin, WI or approved equivalent. The MOCV shall be capped for testing. For testing the 1" dia. water meter, the first test port on the RPZ may be used.
- (D). ELECTRICAL GROUNDING: For continuity of Electrical Grounding (during RPZ 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" & 1-1/2" pipe. Alternative manufacturers are Penn-Union Corp, Edinboro, PA; Thomas & Bets Corporation, Memphis, TN or approved equivalent. Ground work is to be done prior to any painting or insulation if needed.
- (E). WATER METER:
- a. Water Meter shall be Neptune T-10, as manufactured by Schlumberger Industries Water Division, or ABB's C-700 as manufactured by ABB Water Meter, Inc., Oak, Florida, or approved equivalent.
 - b. All water meters furnished shall conform to the "Standard Specifications for Cold Water Meters", AWWA Standard C700 latest revision.
 - c. 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.
- (F). 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.
- (G). 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.
- (H). 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

1. 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.
2. Encoder Meter Register: Shall be direct mounted with encoded odometer wheels and digital data stream. Batteries or pulses are not allowed.
3. 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.

4. 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.
 5. 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.
 6. 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.
- (I). 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.

PK-143-1A.3. METHOD.

- (A) GENERAL: All plumbing work is to be done by a Licensed Plumber. All on-site 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.

- (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. On completion of the work, satisfactory evidence shall be furnished to show that all work has been installed in accordance with rules, regulations, ordinances and code requirements.
- (C) **APPROVAL:** The scope of work shall include, but not be limited to providing a layout drawing of valve boxes, main line piping, water meter, RPZ, etc., in addition to the labor to install the above and maintain the system including winterizing valves and fixtures. The Contractor shall further provide all catalogue 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 the 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 Contract Drawings be found during excavations, Contractor shall promptly notify the Engineer for instructions as to further action. Failure to do so will make Contractor liable for any and all damage thereto arising from his operations subsequent to discovery of such utilities not shown on the Contract Drawings. The Contractor shall also be required to determine the available water pressure and gpm delivery available from the site's water source.
- 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) **SUBSTITUTION:** The City reserves the right to substitute, add or delete any material or work as the work progresses. Adjustment to the contract price shall be negotiated if deemed necessary by the City.
- (G) **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.
- (H) **EXCAVATION:** The Contractor shall excavate to the lines as shown in the drawings. All Temporary sheeting as required shall comply with Section 4.05, **SHEETING AND BRACING** of the NYCDEP Standard Water Main Specifications.
- (I) **CONNECTIONS:** The Contractor shall connect the water piping as shown on the Contract Drawings for complete and satisfactory operating unit to the satisfaction of the Engineer. 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 RPZ shall be as shown on the Contract Drawings and per manufacturer's instructions.

(J) "AS-BUILT" DRAWINGS: The Contractor shall prepare an "As-Built" drawing as per **Section 1.06.14** of General Requirements in the NYCDOT Standard Highway Specifications. Drawing shall show all items installed during construction, including the RPZ, water Meter, main line or connection pipe and all valves. 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.

(K) SYSTEM FUNCTION AND TESTING: The Contractor shall conduct a pressure test of all plumbing connections in the presence of the Resident Engineer.

Upon completion of the work, the Contractor shall clean up the site, remove all unused materials and debris and coordinate with the landscape contractor to complete any outstanding items of work which may include completion of mulch installation.

(L) 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 to all locked equipment.

PK-143-1A.4.

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-143-1A.5. SUBMITTALS.

(A) SHOP DRAWINGS: The Contractor shall submit Shop Drawings showing installation of the complete RPZ assembly, water meter, piping, and pipe supports.

(B) CATALOG CUTS: The Contractor shall submit Catalog Cuts of the RPZ, water meter, control valve, and all connected piping for 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 & the NYS Dept. of Health regulations for R.P.Z.'s (after installation), including Certification by Backflow Prevention Device Tester; Certification of Master Plumber responsible for the R.P.Z. installation, and a Professional Engineer's Certification that the installation is in accordance with the approved Contract Drawings. The Contractor shall prepare and submit copies of N.Y.S.D.O.H. Form Gen. 215B to the NYS Dept. of Health & NYC Cross Connection Control Unit of the Bureau of Water Supply & Wastewater Collection. The Contractor shall provide the Engineer with copies in triplicate of 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-143-1A.7. MEASUREMENT. The quantity of RPZ & WATER METER – 1” DIA. to be measured for payment shall be the number actually installed to the satisfaction of the Engineer.

PK-143-1A.8. PRICE TO COVER. The contract price bid for each Rpz & Water Meter – 1” Dia. shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, obtaining certifications, installation of all plumbing work, connections to the water service; all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-143-1A	RPZ & WATER METER - 1” DIA.	EACH

**SECTION PK-14C1
CURB VALVE - 1" DIAMETER**

- PK-14C1.1 DESCRIPTION.** Under this Section, the Contractor shall furnish and install Curb Valves of size specified, in strict accordance with the Contract Drawings, specifications, and directions of the Engineer.
- PK-14C1.2 CURB VALVES.** The curb valves and boxes shall be set in the service pipe in the sidewalk area at the curb or within 2 ft. of the curb. Curb valves shall be of the gate type nonrising stem valve, designed for a minimum of 150 psi wwp." [NYC Building Code: RS16, P107.2(a) 9 and NYC DEP Rules and Regs. Section 138]. Valves shall be Stockham No. B-130; Grinnell # 3030; Nibco T136; Milwaukee 1141, Powell 2712, or approved equivalent. Curb Gate Valves shall have bronze body, bronze bonnet, inside screw, non-rising stem, solid wedge disk, and threaded ends.
- PK-14C1.3 OPERATING KEY.** An approved operating key of proper size for each valve shall be furnished by the Contractor, except that 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 two inches (2") and under, the operating key shall be Mueller Co. No. H-10322, or approved equal.
- PK-14C1.4 SHOP DRAWINGS.** The Contractor shall submit shop drawings when required, in accordance with the requirements of the NYCDOT Standard Highway Specifications under Division 1 Contract Requirements, **Subsection 1.06.13 (G)**, Submission of Shop and Working Drawings.
- PK-14C1.5 MEASUREMENT.** The quantity of Curb Valve(s) of the size specified to be measured for payment shall be the actually number of curb valves installed to the satisfaction of the Engineer.
- PK-14C1.6 PRICE TO COVER.** The price bid shall be unit price per EACH Plug Valve of the size specified, and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, all in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-14C1	CURB VALVE - 1" DIAMETER	EACH

**SECTION PK-166
PLUG VALVE - 1" DIAMETER**

PK-166.1. INTENT. Under this Section the Contractor shall furnish and install Plug Valves, of the size specified, in strict accordance with the Contract Drawings, the specifications, and directions of the Engineer.

PK-166.2. MATERIALS.

- (A). **PLUG VALVES:** Valves two inches (2") and under shall be of the cylindrical Plug Type with a closed bottom and a top seal, fully enclosed one-quarter (1/4) turn check, straight through flow way which is resistant to turbulation of the flow stream, one piece cast bronze cylindrical plug and "T" head that aligns with the ports to provide a visual check of valve position, inside screw ends with I.P. threads, as is manufactured by Mueller Co. No. H-10283, or approved equivalent model manufactured by Ford Meter Box Company, James Jones Company or approved equivalent. Adaptors are required for connecting to copper tubing.
- (B). **OPERATION KEY:** An approved operating key of proper size for each valve shall be furnished by the Contractor, except that 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 plug valves two inches (2") and under, the operating key shall be Mueller Co. No. H-10322, or approved equivalent.

PK-166.3. SUBMITTALS.

- (A). **SHOP DRAWINGS:** The Contractor shall submit shop drawings when required, in accordance with the requirements of the of the NYCDOT Standard Highway Specifications under Division 1 Contract Requirements, **Subsection 1.06.13 (G)**, Submission of Shop and Working Drawings.

PK-166.4. MEASUREMENT. The quantity of Plug Valves of the size specified to be measured for payment shall be the actually number of Plug valves installed to the satisfaction of the Engineer.

PK-166.5. PRICE TO COVER. The contract price bid shall be unit price per EACH Plug Valve of the size specified, and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, all in accordance with the Contract Drawings, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-166	PLUG VALVE - 1" DIAMETER	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 the directions of the Engineer.

PK-17.2. MATERIALS.

- (A) **BOX:** 5-1/4" diameter valve boxes. The cover shall have the designation "WATER" cast thereon. The boxes shall extend within the limits called for on the Contract Drawings. The box shall be manufactured by Bingham & Taylor Fig. No. 4908 with a Fig No. 4904-L locking cover, or approved equivalent model as manufactured by Star Pipe Products, Houston, TX, or Tyler Utilities Division, Tyler, TX or approved equivalent.
- (B) **SETTING:** The valve boxes shall be set plumb, as shown on the Contract Drawings, on a footing of brick laid in cement mortar, supported on a foundation of broken stone.
- (C) **BRICK:** The brick shall be made from clay or shale, well burned, of a quality approved by the Engineer. The mortar shall be composed of one part Portland Cement and two parts sand.
- (D) **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-17.3. SUBMITTALS

- (A) **SHOP DRAWINGS:** The Contractor shall submit shop drawings when required, in accordance with the requirements of the of the NYCDOT Standard Highway Specifications under Division 1 Contract Requirements, **Subsection 1.06.13 (G)**, Submission of Shop and Working Drawings.

PK-17.4. MEASUREMENT. The quantity of Cast Iron Valve Boxes, 5-1/4" Diameter, to be measured for payment shall be the number of boxes installed at the site to the satisfaction of the Engineer.

PK-17.5. PRICE TO COVER. The price bid shall be a unit price per EACH Cast Iron Valve Box and shall include the cost of all labor, materials, equipment, insurance, 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.	Item	Pay Unit
PK-17	CAST IRON VALVE BOX, 5-1/4" DIAMETER	EACH

**SECTION PK-184-1W
WALL HYDRANT - 1" DIAMETER**

PK-184-1W.1. INTENT. The Contractor shall furnish and install a wall hydrant, all piping, fittings, and other sundries necessary to connect the water lines, as shown on the Contract Drawings, to the satisfaction of the Engineer.

PK-184-1W.2. DESCRIPTION. Under this Section, the Contractor shall furnish all labor, materials and equipment necessary or required to install Wall Hydrant - 1" Diameter including all plumbing work and connection to water service in accordance with the Contract Drawings, specifications, and directions of Engineer.

PK-184-1W.3. MATERIALS. Unless otherwise herein specified, all materials and methods of construction shall conform to NYC DOT Standard Highway Specifications.

EQUIPMENT: One Inch (1") Diameter Wall Hydrant shall be Type Z-1305-CL-RK as manufactured by Zurn Industries Inc., Hydromechanics Division, Erie, PA, or approved equivalent model as manufactured by Jay R. Smith Manufacturing Co., Montgomery AL or MIFAB, Inc. Chicago, IL or approved equivalent. Hose connection shall be one inch.

Hydrant is encased, self-draining, non-freeze, anti-siphon wall hydrant with vandal-resistant integral vacuum breaker with a chrome-plated rough bronze box with operating key lock and "Water" cast on cover for 1" connection. Four (4) keys are to be supplied to the Engineer.

PK-184-1W.4. SUBMITTALS. All submittals shall be as specified in NYCDOT Standard Highway Specifications, **Section 1.06.31.**

(A) **SHOP DRAWINGS:** The Contractor shall submit shop drawings when required, in accordance with the requirements of the NYC DOT Standard Highway Specifications, **Subsection 1.06.13.(G)**, Submission of Shop and Working Drawings.

(B) **OPERATING KEYS:** The Contractor shall furnish four (4) operating keys for each hydrant installed under this item.

PK-184-1W.5. MEASUREMENT. The quantity to be measured for payment shall be the actual number of Wall Hydrants of the size specified actually installed, complete with all plumbing work, to the satisfaction of the Engineer.

PK-184-1W.6. PRICE TO COVER. The price bid shall be a unit price for each Wall Hydrant of the size specified and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, all plumbing work and connections to water service within five (5') feet of the wall hydrant, furnishing and installing hose adapter, and all submittals; all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-184-1W	WALL HYDRANT - 1" DIAMETER	EACH

**SECTION T-6000B
CABLE SPEC. FOR 120 VOLT POWER SUPPLY**

T-6000B .1 CABLE NAME

This cable shall be called 2c-10 B (breakdown 2c-10 B= 2 number 10awg conductors with a third wire for grounding).

T-6000B .2 INTENDED USE

This cable is to be used for 120 volt power systems in NYC.

The cable shall be rated for 600 Volts and have a polyethylene-insulated, jacketed cable for use in underground conduit or for aerial use (must have strain relief's built in for aerial use without a messenger cable). The outer jacket shall be a black in color and be UV resistant and made to endure extreme outdoor usage unprotected without deterioration of insulation or outer jacket fading. This cable shall be rated for direct burial without conduit covering or other protection.

T-6000B .3 CONSTRUCTION

The conductors shall be round annealed copper conforming to ASTM designation b-3.

This cable shall be a 3 conductor type with two number ten AWG wire size conductors one white solid wire and one black solid wire with the third conductor number 8 AWG bare stranded wire.

T-6000B .4 INSULATION

The insulation shall be a heat-stabilized polyethylene conforming to the requirements of ASTM designation D 1248 for type I category 5 grade E4 materials. This insulation shall be concentrically applied about the conductor. This installation shall meet the following requirements when tested in accordance with the procedures of ASTM designation D 2633 and D 1351.

This cable shall meet all other requirements as listed in the NYC DOT traffic specifications 3/95.

Payment will be made under:

Item No.	Item	Pay Unit
T-6000B	FURNISH 2 C #10B (BREAKDOWN=2#10 WITH 3 RD WIRE FOR GROUNDING)	L.F.

4. SPECIAL PROVISIONS

The following shall become a part of and apply to the Contract:

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the 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

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- * Please note that this embargo only applies to NYCDOT construction permits.
 - * List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

notified so they can apply for the approved permits. Waivers are not required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

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 Highway Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

F. 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 (SlRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries

and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permittor is required if Permittee's vehicle enters Permittor property. The insurance must be in the name of the Permittee or its contractor entering the Permittor property with limits of liability in the amount specified in 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 Permittor/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittor, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.
- e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permittor Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the

- coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter 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.

G. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft Project 2010" or latest version, or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

H. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the

General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

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.

K. THE CONTRACTOR IS NOTIFIED that all electrical work required under this project shall be performed only by a licensed electrician registered with the Department of Buildings and all plumbing work required under this project shall be performed by a licensed plumber under the rules and regulations of the City of New York.

L. START OF CONTRACT WORK. The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.

M. ARTWORK COORDINATION. The artwork is to be furnished and installed by others. The Contractor shall be required to coordinate with the installer of the artwork at no additional cost to the City. The Contractor shall contact NYCDDC's creative service unit, telephone 718-391-1504 prior to the start of construction to coordinate timing and facilitation of the artwork installation.

N. BRONZE PLAQUE INSTALLATION. Bronze plaque is to be furnished by others and installed by the Contractor. The plaque shall be installed and set flush with adjacent concrete as directed and approved by the Engineer and NYCDDC's creative service unit. The Contractor shall notify the NYCDDC's creative service unit, telephone 718-391-1504, at least three weeks in advance of starting installation to arrange for delivery of the plaque to the site by others. The cost for completing this work shall be deemed included in the unit price bid for the 7" thick exposed aggregate reinforced concrete pavement, Item No. 4.05 EAC.

O. AUTOMATIC TOILET INSTALLATION COORDINATION. An Automatic Public Toilet (APT) is to be furnished and installed by others. The Contractor shall be required to coordinate with the APT Contractor at no additional cost to the City. The Contractor shall contact Carmine Adisano of Cemusa at (347) 592-1000 prior to start of construction, to coordinate timing and facilitation of the APT installation. Upon completion of the APT Installation the APT shall be protected throughout all construction stages of this project. Any damages to the APT caused by the Contractor shall be repaired or replaced to the satisfaction of the Engineer, at the Contractor's own expense.

P. THE CONTRACTOR IS NOTIFIED that for use of City water under this project the Contractor shall be required to obtain all necessary permits from the Department of Environmental Protection, at no cost to

the Contractor in accordance with NYC Department of Environmental Protection, Standard Water Main Specifications, dated August 1, 2009, Section 1.08.4 "TEMPORARY USE OF CITY WATER ON CONSTRUCTION PROJECTS."

Q. 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

JANETTE SADIK-KHAN, Commissioner

11/28/2012

OCMC TRAFFIC STIPULATIONS

OCMC FILE NO: MEC-12-420
 CONTRACT NO: HWPLZ009M
 PROJECT: RECONSTRUCTION OF PLAZA DE LAS AMERICAS
 LOCATION(S): BROADWAY, WADSWORTH AVENUE, WEST 175 STREET

PERMISSION IS HEREBY GRANTED TO THE NYCDDC AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION AND ITS LOCAL ADJACENT STREETS FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

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 CONTRACTOR 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. **BUS STOPS** – THE CONTRACTOR 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.
4. **METERS** – THE CONTRACTOR MAY NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
5. **ACCESS TO ABUTTING PROPERTIES** – THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
6. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE CONTRACTOR 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.
7. **NOTIFICATION** – THE CONTRACTOR MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
8. **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/HTML/PERMITS/STPERMIT.SHTML#INFO_SIGN.S](http://www.nyc.gov/html/dot/html/permits/stpermit.shtml#info_signs)
9. **ENHANCED MITIGATIONS**
 - o **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.
 - o **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
 - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.
 - o **ALL TRAFFIC STIPULATIONS** OF THIS DOCUMENT ARE BASED ON THE MAINTENANCE AND PROTECTION OF TRAFFIC DRAWINGS DATED 10-1-2012 FOR THE PROJECT ID HWPLZ009M.

NYC Department of Transportation
 Bureau of Permit Management and Construction Control
 55 Water Street - 7th Floor, New York, NY 10041
 T: 212.839.9621 F: 212.839.8970
www.nyc.gov/dot

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 PROJECT: RECONSTRUCTION OF PLAZA DE LAS AMERICAS

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B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. STAGE I-PHASE 1, 2 AND 4 (BROADWAY, BETWEEN WEST 174 STREET AND WEST 176 STREET, INCLUDING THE INTERSECTION WITH EAST 175 STREET)

2. STAGE II-PHASE 1

3. STAGE III-PHASE 6 AND 7

- Work hours shall be as follows: 9AM-3PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain three 11ft lanes for traffic during work hours.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- Maintain three 11ft lanes on Broadway and one 11ft lane on West 175 Street when working on this intersection. After the work hours the entire intersection shall be open to traffic.
- The contractor shall close one crosswalk at a time.

STAGE I, II, III (WEST 175 STREET BETWEEN BROADWAY AND FORT WASHINGTON AVENUE)

- Work hours shall be 7am-6pm Monday-Friday and Saturdays 8am-4Pm.
- Maintain one 11ft lane for traffic during work hours.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- The contractor shall close one crosswalk at a time.

4. STAGE I-PHASE 3 (BROADWAY, BETWEEN WEST 174 STREET AND WEST 176 STREET, INCLUDING THE INTERSECTION WITH EAST 175 STREET)

- Work hours shall be as follows: 9AM-3PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain two 11ft lanes for traffic all the time.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- Maintain two 11ft lanes on Broadway and one 11ft lane on West 175 Street when working on this intersection. After the work hours the entire intersection shall be open to traffic.

5. STAGE I-PHASE 5 (WEST 175 STREET BETWEEN BROADWAY AND WADSWORTH AVENUE)

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Place barricades and post signs meeting "Federal Manual of Uniform Traffic Control Devices (MUTCD)" standards stating "Road Closed to through Traffic"
- Post signs meeting NYCDOT specifications for directing pedestrians to opposite sidewalk. Signs must be posted at work zones as well as both intersections of affected sidewalk.

6. STAGE I-PHASE 6 (WADSWORTH AVENUE, BETWEEN EAST 174 STREET AND EAST 176 STREET, INCLUDING THE INTERSECTION WITH EAST 175 STREET)

7. STAGE II-PHASE 2

- Work hours shall be as follows: 9AM-4PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain two 11ft lanes for traffic during work hours.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- Maintain two 11ft lanes on Wadsworth Avenue and one 11ft lane on West 175 Street when working on this intersection. After the work hours the entire intersection shall be open to traffic.
- The contractor shall close one crosswalk at a time.

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B. STAGE I-PHASE 7 (WADSWORTH AVENUE, BETWEEN EAST 174 STREET AND EAST 176 STREET, INCLUDING THE INTERSECTION WITH EAST 175 STREET)

- Work hours shall be as follows: 9AM-4PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain two 11ft lanes for traffic during work hours.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- Maintain two 11ft lanes on Wadsworth Avenue and one 11ft lane on West 175 Street when working on this intersection. After the work hours the entire intersection shall be open to traffic.
- The contractor shall close one crosswalk at a time.

STAGE I-PHASE 7 AND 8 (WEST 175 STREET BETWEEN WADSWORTH AVENUE AND ST NICHOLAS AVENUE)

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain at least one 11ft lanes for traffic during work hours
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.

9. STAGE III-PHASE 1, 2, AND 3 (WADSWORTH AVENUE, BETWEEN EAST 174 STREET AND EAST 176 STREET, INCLUDING THE INTERSECTION WITH EAST 175 STREET)

- Work hours shall be as follows: 9AM-4PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain two 11ft lanes for traffic during work hours.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- Maintain two 11ft lanes on Wadsworth Avenue and one 11ft lane on West 175 Street when working on this intersection. After the work hours the entire intersection shall be open to traffic.
- The contractor shall close one crosswalk at a time.

STAGE III-PHASE 1 AND 2 (WEST 175 STREET BETWEEN WADSWORTH AVENUE AND ST NICHOLAS AVENUE)

- Work hours shall be as follows: 7AM-6PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain at least one 11ft lanes for traffic during work hours
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft clear sidewalk at all times.
- The contractor shall close one crosswalk at a time.

10. STAGE III-PHASE 6 AND 7 (BROADWAY, BETWEEN WEST 174 STREET AND WEST 176 STREET, INCLUDING THE INTERSECTION WITH EAST 175 STREET)

- Work hours shall be as follows: 9AM-3PM MONDAY-FRIDAY AND 8AM-4PM SATURDAYS.
- Maintain three 11ft lanes for traffic during work hours.
- After work hours restore all travel lanes to traffic.
- Maintain a 5ft pedestrian walkway on the roadway at all times.
- Maintain three 11ft lanes on Broadway and one 11ft lane on West 175 Street when working on this intersection. After the work hours the entire intersection shall be open to traffic.
- The contractor shall close one crosswalk at a time.

C. GENERAL NOTES

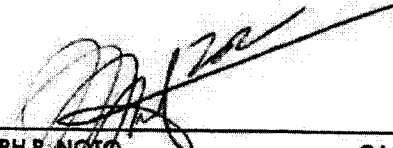
1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.

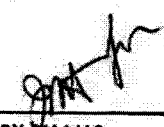
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3. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
4. THE PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
5. THE PERMITEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
6. 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.
7. 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.
8. 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.
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 TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
10. 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.
11. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.


JOSEPH P. NOTO
EXECUTIVE DIRECTOR
OCMC-STREETS


GARY SMALLS
PROJECT MANAGER
OCMC-STREETS


ILR LUGIN
PROJECT MANAGER
OCMC-STREETS

JPN/GS/IL



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:

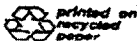
- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

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.

(NO TEXT ON THIS PAGE)

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LA AMERICAS

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN

ADDENDUM NO. 2

DATED February 28, 2013

This Addendum is issued for the purpose of amending the requirements of the contract documents and is hereby made part of said contract documents to the same extent as if it was originally included therein.

The Standard Sewer Specifications of the Department of Environmental Protection (dated August 1, 2009), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised January 2009), Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS
- D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

A. NOTICE TO BIDDERS

- (1) (A) The Contractor is advised that copies of the Standard Sewer Specifications (dated August 1, 2009), Sewer Design Standards (dated (September 2007) Revised January 2009), Standard Water Main Specifications (dated August 1, 2009), Specifications For Trunk Main Work (dated March 2012) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
Division of Infrastructure
Design Services, Specifications, 3rd Floor
30-30 Thomson Avenue
Long Island City, NY 11101

- (B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
55 Water Street, Ground Floor
New York City, NY 10041

- (2) The Contractor is notified that it is the intent of this Agency to commence work promptly after registration of the contract and to order the Contractor to commence work within two (2) months after registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, 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.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Water Main Specifications of the Department of Environmental Protection (dated August 1, 2009), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated March 2012), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

- (8) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (718) 786-2236.

- (9) 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.
- (10) 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.
- (11) 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.

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. AMENDMENTS TO THE STANDARD SEWER SPECIFICATIONS

- (1) **Refer** to Subsection 1.06.3 - Hours Of Work, Page I-4:
Add the following to Subsection 1.06.3:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

* Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

- (2) **Refer** to Subsection 1.06.14 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-10:
Add the following to Subsection 1.06.14:

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Ms. Theresa Kong at (212) 460-4834.

- (2) VERIZON

There are VERIZON facilities in the area of construction. The Contractor shall notify VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Michael Fitzpatrick at (718) 977-8142.

(3) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. John Piazza at (718) 888-4261.

(3) **Refer to Subsection 1.06.20 - Contractor To Notify City Departments, Page I-12:**
Add the following to **Subsection 1.06.20:**

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Assistant Commissioner, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 624-3752.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Brendan Shera at (718) 760-6622.

(5) 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 as required under the NYC TRANSIT GENERAL NOTES included in **Section 1.06.24A, Section 1.06.24B and Section 1.06.24C** of this addendum.

Arrangements shall be made through:

Ms. Sarah Wyss
 Director Of Short Range, Bus Service Planning (SRB)
 New York City Transit
 2 Broadway, Room B17.50
 New York, N.Y. 10004
 Telephone No. (646) 252-5517
 sarah.wyss@nyc.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 shall notify the Transit Authority as required and specified in **Section 1.06.24A**, **Section 1.06.24B** and **Section 1.06.24C** of this addendum.

- (4) **Refer to Subsection 1.06.24 - Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s)**, Page I-14:
Add the following to **Subsection 1.06.24**:

1.06.24A - NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

1.06.24B - NYC TRANSIT 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 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 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 Permitter c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permitter/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permitter/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 Permitter/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permitter/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 Permitter/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 Permitter, 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 Permitter 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 Permitter, the Permitter 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.

1.06.24C - NYC TRANSIT CURRENT AND FUTURE PROJECTS

The Contractor is notified of the following:

- (1) The following subway lines are within the area of this project:

- (a) The **IND A Train** is running along Broadway/Washington Avenue
- (2) The Contactor can obtain NYC Transit Structural Drawings by contacting Mr. Vasanth K. Battu at (646) 252-4473.

The Contractor shall also obtain from Mr. Vasanth K. Battu the following Drawing showing Power Engineering Activities for the area of this project:

- Drawing No. P-491 – Duct Assignment-Vicinity of 175th Street Station 8th Avenue Line-IND - Manhattan

- (3) The project might have an impact at the following stations:
 (a) 175th Street Station for the IND A Train - 8th Avenue Line

Should it become necessary to close any of the entrances for the above station, see Note No. 14.35 from the General Notes that are made part of the Contract Drawings.

- (5) **Refer to Subsection 1.06.27 - Salvageable Materials**, Page I-14:
Delete the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:
Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

- (6) **Refer to Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 1.06.29**:

- (1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWPLZ009M.

- (7) **Refer to Section 1.08 - Miscellaneous Provisions**, Page I-19:
Delete Subsection 1.08.2 - Vendors in its entirety:
Substitute the following new **Subsection 1.08.2**:

1.08.2 VENDORS

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

- (8) **Refer to Section 1.08 - Miscellaneous Provisions**, Page I-20:

Add the following new **Subsection 1.08.7:**

1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

- (9) Refer to **Section 2.05 - Precast Reinforced Concrete Pipe, Subsection 2.05.4 - Materials, Workmanship And Finish, Page II-10:**

Delete from **Subsection 2.05.4**, paragraph (A) CONCRETE in its entirety:

Substitute the following:

(A) CONCRETE - The Concrete shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**, and be a homogeneous mixture of such proportions and quality that the pipe will conform to the design and test requirements of these specifications.

- (10) Refer to **Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-23:**

Delete from **Subsection 2.15.3, Reference Number D 3.2.1** together with its paragraphs in their entirety:

Substitute the following:

D 3.2.1 DELETE 3.2.1 to 3.2.9 of GS11 and SUBSTITUTE the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

- (11) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:**
Add to Subsection 2.15.3, before Reference Number D 8.2 the following:

D 7.3.3 **ADD** the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

- (12) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:**
Delete from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:
Substitute the following:

D 16.3 Testing Service - **ADD** the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

- (13) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-26:**
Delete from Subsection 2.15.3, Reference Number D 16.8 together with its paragraphs in their entirety:
Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - **ADD** the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

(14) Refer to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) Add the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) Delete from Subsection 4.06.3, the fourth paragraph in its entirety:
Substitute the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than two (2) feet above the top of the sewer conduit (i.e. sewer pipes on cradles or encasements, reinforced concrete sewers, basin and house connections, culverts, etc.) to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from two (2) feet above the top of the sewer conduit to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry

Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) Delete from **Subsection 4.06.3**, the seventh paragraph in its entirety:
Substitute the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(15) Refer to **Section 5.01 - Reinforced Concrete Sewers, Subsection 5.01.4 - Precast Reinforced Concrete Sewer**, Paragraph (C) - Details, second paragraph, first line, Page V-4:
Change the words "C789 or C850 (as required)", to "C1433":

(16) Refer to **Section 5.05C - Reconstruction Of Existing Sewers Using D.E.P. Approved Cured-In-Place-Pipe (CIPP) Lining Method, Subsection 5.05C.6 - Separate Payment**, third paragraph, second line, Page V-49
Change the word, "nine", to "eleven":

(17) Refer to **Section 5.11 - Outfall Structures, Subsection 5.11.2 - Materials**, Page V-95:
Delete from **Subsection 5.11.2**, paragraph (A) in its entirety:
Substitute the following:

(A) Concrete used for outfall structure (including headwalls, reinforced concrete sewer outfalls, cradles and encasements, chambers, manholes and catch basins) shall comply with the requirements of **General Specification 11 - Concrete, as modified in Section 2.15**; and, shall contain entrained air of six percent (6%), and a corrosion inhibitor. The corrosion inhibitor shall consist of a calcium nitrite solution, containing $30 \pm 2\%$ calcium nitrite solids by weight and having a specific gravity of 1.27 ± 0.02 . The corrosion inhibitor when used in the manufacturing process shall not produce a significant amount of chloride ions in the final product (less than 1,000-ppm). The pH shall be greater than 8. The admixture shall not contain chemicals that produce a condition injurious to the quality and durability of the concrete or reinforcing steel. Calcium nitrite, which acts as an accelerator, may be used in conjunction with compatible retarding admixtures to control setting time and workability of the concrete; consult the manufacturer of the product. The corrosion inhibitor must be added to the mix immediately after air entraining and retarding admixtures have been introduced into the batch. Acceptance of calcium nitrite based corrosion inhibitor shall be based upon it being listed in the most current New York State Department of Transportation's "Approved List Of Calcium Nitrite Based Corrosion Inhibitors".

(18) Refer to **Section 5.18A - Sewer Cleaning, Subsection 5.18A.3 - Disposal**, Page V-124:
Delete from **Subsection 5.18A.3**, the first paragraph in its entirety:
Substitute the following:

All material removed from the sewers and sewer portions through the manholes under this contract shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense.

(19) Refer to **Section 5.23 - Decking, Subsection 5.23.1 - Description**, Page V-161:
Delete from **Subsection 5.23.1**, the third paragraph in its entirety:
Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(20) Refer to **Section 5.23 - Decking, Subsection 5.23.4 - Design Criteria**, Page V-162:
Add the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(21) Refer to **Subsection 5.32.4 - Specific Pavement Restoration Provisions**, Page V-185:
Add the following to **Subsection 5.32.4**:

(E) Specific Pavement Restoration Provisions:

(1) Within the limits of the highway rehabilitation the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWPLZ009M .

(22) Refer to **Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover**, Paragraph (3), fifth line, Page V-195:
Change 16", to 16'.

D. AMENDMENTS TO THE STANDARD WATER MAIN SPECIFICATIONS

- (1) **Refer** to Subsection 1.06.3 - Hours Of Work, Page I-4:
Add the following to Subsection 1.06.3:

- (A) **HOLIDAY CONSTRUCTION EMBARGO** - A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen (13) days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

* **Please note that this embargo only applies to NYCDOT construction permits. List of street and maps of the affected locations are available by borough on the Department of Transportation's website at:** <http://www.nyc.gov/html/dot/html/motorist/trafart.shtml>

- (2) **Refer** to Subsection 1.06.27 - Salvageable Materials, Page I-14:
Delete the paragraph starting with the words, "No salvageable material...", and ending with the words, "...from the site.", in its entirety:
Substitute the following:

Except as specified below, no salvageable material shall be returned to the New York City Department of Environmental Protection regardless of condition. It shall become the property of the Contractor for removal and disposal, by the Contractor, away from the site.

The Contractor shall salvage and deliver to a designated NYCDEP yard all Metropolitan Valves (6" thru 20") removed during construction of the contract.

- (3) **Refer** to Standard Water Main Specifications (August 1, 2009), **Subsection 1.06.29 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 1.06.29**:

See amended Standard Sewer Specifications (August 1, 2009) **Subsection 1.06.29 - Contractor To Provide For Traffic** of this addendum.

- (4) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-19:
Delete **Subsection 1.08.2 - Vendors** in its entirety:
Substitute the following new **Subsection 1.08.2**:

1.08.2 VENDORS

Prior to starting work, the Contractor shall submit in writing to the Engineer the names of all vendors and manufacturers the Contractor intends to use. Unless otherwise specified in the contract documents or a written exception is granted by NYCDDC, the Contractor shall submit only one (1) vendor or manufacturer for each product that is to be incorporated in the contract. The use of multiple vendors or manufacturers to supply the same product will be prohibited, unless otherwise specified in the contract documents or a written exception is granted by NYCDDC. If the vendor or manufacturer is not approved, the Contractor will be notified to either submit another vendor or manufacturer, or have their proposed vendor or manufacturer submit a request for approval from NYCDDC. The Contractor will be prohibited from using the vendor or manufacturer until approval of the vendor or manufacturer has been acquired from NYCDDC.

- (5) **Refer** to **Section 1.08 - Miscellaneous Provisions**, Page I-20:
Add the following new **Subsection 1.08.7**:

1.08.7 SUBMITTAL OF SCHEDULE LOG

The Contractor's attention is directed to **Article 9 - Progress Schedule** of the Contract. The Contractor shall submit along with the proposed progress schedule the following: A schedule log in Excel Format (tied to the proposed progress schedule) indicating a description of and the schedule submission dates for all required submittals, shop drawings, approval requests, design mixes, reports, samples, etc., as required by the specifications and the terms of the contract.

- (6) **Refer** to **Section 2.15 - Concrete, Subsection 2.15.3 - Modifications**, Page II-11:
Delete from **Subsection 2.15.3, Reference Number D 3.2.1** together with its paragraphs in their entirety:
Substitute the following:

D 3.2.1 **DELETE** 3.2.1 to 3.2.9 of GS11 and **SUBSTITUTE** the following:

All concrete mix designs shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. Before the Contractor begins to manufacture concrete, the Contractor shall secure DDC's QACS approval of the mix design the Contractor proposes to use.

The Contractor shall submit for this purpose a statement, in writing, of the sources of all ingredient materials, the type and brand of the cement and the number of pounds of each of the materials in a saturated surface-dry condition making up one (1) cubic yard of concrete. The range of water-cement ratios within which the concrete will be

manufactured and the method of mixing to be employed shall also be stated. The mix design submittal shall include gradation of aggregates, specific gravities of ingredients, unit weight, mix proportion for each batch (a minimum of four (4) batches except in case of precast plants where one specific mix may be proposed), compressive strength test results for each mix at 7-days, 28-days (high-early strength mixes may require 6-hours, 24-hours, 3-days and shrinkage test as per the requirements), and graphical representation of strength vs. W/C projected in hours/days.

The Contractor may submit for approval concrete mixes that (within one (1) year of the contract) have been previously approved and used on other jobs with any Bureau of the Department of Environmental Protection or the Department of Design and Construction. Such submittals shall contain evidence that the concrete mix was approved within one (1) year of this contract and shall show that the concrete will be produced at the same mix plant, that the cement and admixtures are the same type (though not necessarily the same brand), that the water/cement ratio is the same and that adjustments have been made in the mix for air content, specific gravity and gradation of the aggregates.

If the Contractor elects to submit a concrete mix that was not previously approved, the Contractor shall submit the new concrete mix in accordance with Chapters 2 and 3 of General Specification 11 as modified herein.

- (7) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-13:**
Add to Subsection 2.15.3, before Reference Number D 8.2 the following:

D 7.3.3 **ADD** the following to Subsection 7.3.3 of GS11:

Each Portland cement concrete batching plant shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the preconstruction meeting or from the Engineer. The minimum requirement for approval is that the proposed Portland cement concrete batching plant must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

The minimum requirement for approval of a precast concrete plant is that the proposed plant must be on the NYSDOT approved list. A waiver for this requirement may be granted by the DDC's Quality Assurance and Construction Safety (QACS) Director for special products that no NYSDOT approved plant is capable of producing.

Each Portland cement concrete batching plant shall also be subject to auditing and approval of the DDC's Director of Quality Assurance and Construction Safety (QACS). The Director of QACS may at any time discontinue the use of any previously approved equipment if nonconformance with the specifications results during the progress of the work. When the Director of QACS discontinues the use of the plant, production will not be acceptable for Department work until corrective measures satisfactory to the Director are carried out.

- (8) **Refer to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:**
Delete from Subsection 2.15.3, Reference Number D 16.3 together with its paragraphs in their entirety:
Substitute the following:

D 16.3 Testing Service - **ADD** the following:

The Contractor shall retain the services of an independent testing laboratory to provide for the services outlined in 16.3.1.4 to 16.3.1.11 of GS11, with the exception of those tests specified herein to be performed by the Engineer and the City Retained Laboratory.

All laboratories shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval is that the laboratory must have the current AMRL/AASHTO R-18 accreditation in the category of service proposed and must be currently licensed by the NYC Department of Buildings (DOB).

- (9) **Refer** to Section 2.15 - Concrete, Subsection 2.15.3 - Modifications, Page II-14:
Delete from Subsection 2.15.3, Reference Number D 16.8 together with its paragraphs in their entirety:
Substitute the following:

D 16.8 Responsibilities and Duties of Contractor - **ADD** the following:

The Contractor may, if the Contractor so desires, take cylinders corresponding to those taken by the Engineer for the City Retained Laboratory. However, determination of payment will be based solely on the cylinders taken by the Engineer for the City Retained Laboratory.

CONCRETE TEST CYLINDERS

The Contractor will be responsible for safe delivery of concrete cylinders to the Department of Design and Construction Laboratory, within two (2) days after molding, where they will be properly stored and cured until the date of test, and tested by others, upon removal from the curing room. The Department of Design and Construction testing laboratory will provide the services for the curing and breaking of the test cylinders.

The Contractor shall provide empty cylinder molds and facilities for the proper care of these cylinders while on the site, and shall safeguard them against injury and protect them from the elements.

The Engineer will be responsible for the preparation, documentation and labeling of the cylinders and for notifying the Contractor, at least twenty-four (24) hours in advance, when a shipment of cylinders is ready for delivery, so that cylinders can be tested for the standard twenty-eight (28) day and seven (7) day tests. Cylinders are to be delivered by the Contractor to a designated area near 30-30 Thomson Avenue, Long Island City, New York, or where otherwise directed within the City of New York.

The Contractor shall make arrangements to protect all cylinders from damage during loading, transport to, and unloading at a Department of Design and Construction designated testing laboratory, and shall obtain a receipt for delivered cylinders, which shall be submitted to the Engineer.

- (10) **Refer** to Section 4.06 - Backfilling, Subsection 4.06.3 - Method Of Depositing All Backfill, Page IV-18:

(A) **Add** the following paragraph to beginning of Subsection 4.06.3:

At the preconstruction meeting, the Contractor shall submit for approval a full description of the Contractor's proposed methods to be used for all backfilling operations including, but not limited to, equipment, backfill material, depth of compaction layers, and trench locations where each is to be

employed. In the field, the Contractor shall be required to demonstrate that the Contractor's methods of backfilling and compaction shall obtain a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density.

(B) Delete from **Subsection 4.06.3**, the fourth paragraph in its entirety:
Substitute the following:

Unless otherwise approved in writing by the Engineer, backfilling of the remainder of the trenches and excavations from a point not less than twelve (12) inches above the top of the barrel of the water main pipe to the underside of the pavement shall be progressively deposited in uniform and successive horizontal layers not exceeding twelve (12) inches in depth for the entire width of the trench or excavation and each successive layer shall be solidly compacted by mechanical tamping or other approved means so as to achieve the required density. In deep trenches defined as those requiring sheeting, the Contractor may submit to the Engineer, for approval, an alternate backfill method (i.e. jetting, deeper deposited layers not exceeding twenty-four (24) inches, etc.) for depositing and compacting the backfill from twelve (12) inches above the top of the barrel of the water main pipe to a plane five (5) feet below final surface elevation. However, approval of any alternate backfill method shall not relieve the Contractor from obtaining a minimum of ninety-five (95) percent of Standard Proctor Maximum Dry Density. Should the Engineer determine that the specified density is not being obtained, the area must be re-excavated and backfilled at the Contractor's own cost until the required compaction density is achieved.

(C) Delete from **Subsection 4.06.3**, the seventh paragraph in its entirety:
Substitute the following:

Backfill shall proceed simultaneously with the withdrawal of sheeting but at no time shall the withdrawal of sheeting exceed a height of six (6) inches above the deposited backfill. Withdrawal of sheeting below levels previously backfilled and compacted is prohibited.

(11) Refer to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3(F) - Bedding And Foundation Of Pipes, Page V-8:**

Delete from **Subsection 5.02.3(F)**, Paragraph (5) - Pier And Plate, in its entirety:
Substitute the following new Paragraph (5):

(5) Shallow Cover: Where mains 24-inches and smaller are laid with covers of 2'-0" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 42063-Y** or as directed by the Engineer.

Where mains 24-inches and smaller are laid with covers between 2'-6" and 2'-0", the Contractor shall provide steel plates only over the main with dimensions as shown on **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Where mains 30-inches and larger are laid with covers of 2'-6" or less, the Contractor shall provide protection in accordance with **Standard Drawing No. 46464-Z** or as directed by the Engineer.

Covers over the new mains shall not be less than 1'-6".

(12) Refer to **Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.3 - Construction Methods, Paragraph (M) - Laying Temporary Connections, Page V-12:**

Delete Paragraph (M), in its entirety:

Substitute the following:

(M) LAYING TEMPORARY CONNECTIONS AND INSTALLING TEMPORARY CAP ASSEMBLIES AND/OR BULKHEADS

- (1) When new water mains are laid and it becomes necessary to provide a temporary connection between the existing main and new mains laid under this contract (regardless of whether the new and existing water mains are in the same trench or are offset in two different trenches), the Contractor shall, if ordered, provide all labor, equipment and facilities for laying, maintaining and removing when directed, temporary connections and appurtenances. If City forces do laying of temporary connections, the Contractor shall make all required equipment and facilities available to them. No payment will be made for providing temporary house services which may be required when making a temporary connection between the existing and new main.
- (2) (a) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall consist of a 2-foot long spigot/spigot ductile iron pipe with a mechanical joint cap restrained to the pipe with a "wedge-type" retainer gland and a minimum 2-inch tap on the pipe section.
(b) Temporary cap assemblies on distribution water mains (20" and less in diameter) shall be restrained and braced in a manner sufficient to support system working pressures, and thrust forces.
(c) The 2-inch tap required as part of the temporary cap assembly is to be utilized to allow air to escape while filling the main in addition to allow for proper flushing of the main.
(d) Restraint and bracing as well as temporary cap assemblies/bulkheads for water mains greater than 20" in diameter shall be submitted for approval by the Engineer prior to being utilized.

**(13) Refer to Section 5.02 - Laying Ductile Iron Pipe And Fittings, Subsection 5.02.5 - Price To Cover, Paragraph (10), Page V-16:
Delete Paragraph (10), in its entirety:
Substitute the following:**

- (10)(a) No separate or additional payment will be made to the Contractor for furnishing, delivering, installing, restraining, bracing and removing temporary cap assemblies/bulkheads for water mains as ordered by the Engineer. The costs thereof shall be deemed included in the unit prices bid for all items of the contract.
(b) Payment for temporary valves (i.e. construction valves) and its associated fittings ordered by the Engineer during the course of the work to be installed will be paid for at the same rates as for valves and fittings permanently installed.
(c) If ordered by the Engineer, removal of valves (i.e. construction valves) and its associated fittings, including their transfer and disposal shall be deemed included in the prices bid for all items of the contract. No separate or additional payment will be made for this work.
(d) Payment For Temporary Connections: When new mains are laid and it becomes necessary to provide a temporary connection between the existing and new mains the following method of payment shall apply: The Contractor shall be paid once for furnishing and delivering pipes and fittings used in temporary connections. The Contractor shall also be paid for laying the temporary pipe connection and fitting using the appropriate pipe laying item for each time that the Contractor is directed to use them throughout the project as directed by the Engineer.

**(14) Refer to Subsection 5.04.4 - Furnishing, Delivering And Installing Steel Tee, Paragraph (5), Item Numbers list, Page V-23:
Delete Item No. "60.23ST20T48", together with Description "FURNISHING, DELIVERING AND INSTALLING 48-INCH X 20-INCH STEEL TEE", and Pay Unit "EACH":**

(15) Refer to Section 5.05 - Furnishing And Delivering Gate Valves, Page V-35:

(A) **Delete** from **Subsection 5.05.1 - Description**, the first paragraph in its entirety:
Substitute the following:

This specification describes furnishing and delivering of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be furnished and delivered by the Contractor on the contract.

(B) **Delete** from **Subsection 5.05.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

(16) **Refer** to **Section 5.06 - Setting Gate Valves**, Page V-38:

(A) **Delete** from **Subsection 5.06.1 - Description**, the first paragraph in its entirety:
Substitute the following:

This specification describes the installation of double disc 3-inch to 20-inch gate valves, resilient seated 3-inch to 20-inch gate valves and resilient seated 3-inch to 12-inch tapping valves. It also describes the installing of manhole frames (skirts and heads) and covers.

Unless otherwise specified in the contract documents or ordered in writing by the Engineer, only resilient seated gate valves and tapping valves shall be installed by the Contractor on the contract.

(B) **Delete** from **Subsection 5.06.2 - Materials**, second paragraph, first line, the words, "6-inch hydrant":

Substitute the following words, "3-inch to 20-inch":

(17) **Refer** to **Section 5.23 - Decking**, **Subsection 5.23.1 - Description**, Page V-73:

Delete from **Subsection 5.23.1**, the third paragraph in its entirety:
Substitute the following:

Steel plates that are resting on pavement, that are not part of a decking system, and are used to temporarily span trenches and excavations for vehicular traffic and for pedestrian crossings and walkways shall not be included for payment under this decking section. The cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, place, anchor and ramp these temporary steel plates, when and where directed, in order to comply with the requirements of the NYCDOT Office of Construction Mitigation and Coordination (OCMC) traffic stipulations, the directions of the Engineer, and the Contractor's construction operations shall be deemed included in the prices bid for all contract items of work.

(18) **Refer** to **Section 5.23 - Decking**, **Subsection 5.23.4 - Design Criteria**, Page V-74:

Add the following to **Subsection 5.23.4**:

(C) The Contractor may substitute skid resistant steel plates (Non-Skid Textured Plates) for timber mats, subject to approval in accordance with **Subsection 4.05.5**. These steel plates shall be placed flush with the existing roadway and shall be installed in compliance with the requirements of **Subsection 4.05.6(G)**.

(19) **Refer** to Standard Water Main Specifications (August 1, 2009), **Section 5.32 - Final Restoration Of Pavements**, Page V-99:

Add the following to **Subsection 5.32.4 - Specific Pavement Restoration Provisions**:

See amended Standard Sewer Specifications (August 1, 2009) Subsection 5.32.4 - Specific Pavement Restoration Provisions of this addendum.

(20) Refer to Section 5.36 - Additional Earth Excavation Including Test Pits, Subsection 5.36.4 - Price To Cover, Paragraph (3), fifth line, Page V-114:
Change 16", to 16'.

END OF ADDENDUM NO. 2
This Addendum consists of twenty-three (23) pages.

NO TEXT ON THIS PAGE

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LA AMERICAS

**INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

Together With All Work Incidental Thereto

**BOROUGH OF THE MANHATTAN
CITY OF NEW YORK**

ADDENDUM NO. 3

DATED: March 23, 2009

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of said Contract Documents to the same extent as if it was originally included therein.

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

EP-7 GAS COST SHARING STANDARD SPECIFICATIONS

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I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract include bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, provide accommodations and, avoid disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the

quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he

shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the

above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

This item shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to Temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

**SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For National Grid Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the

street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This

item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost 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 excavation multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2)

feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including

large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

- B. **Maintenance Of Test Pits:** Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.
- C. **Pavement And Sidewalk Restoration:** After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as direction of the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

1. National Grid - \$586.90 per Service/and Visit
2. Con Edison - \$524.00 per Service/and Visit

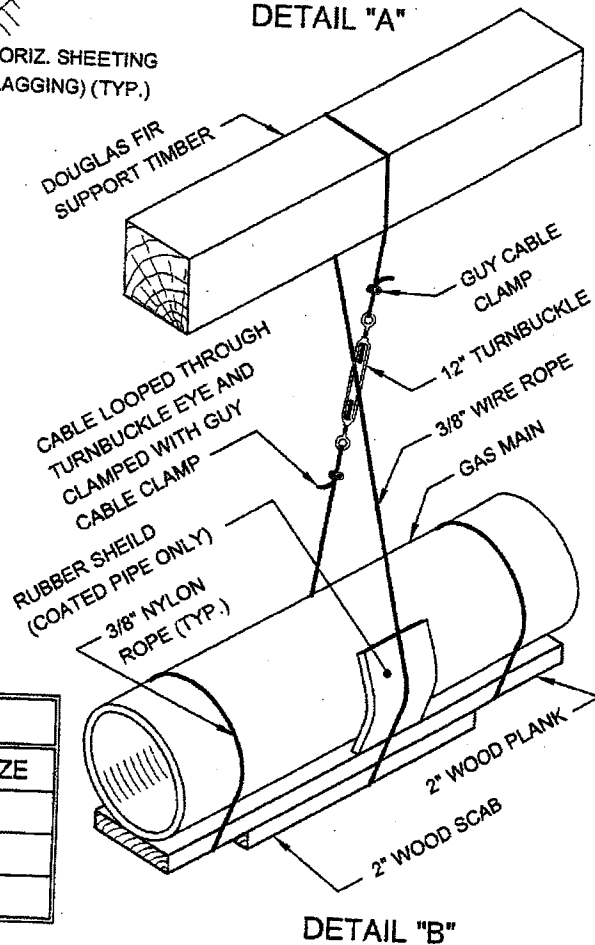
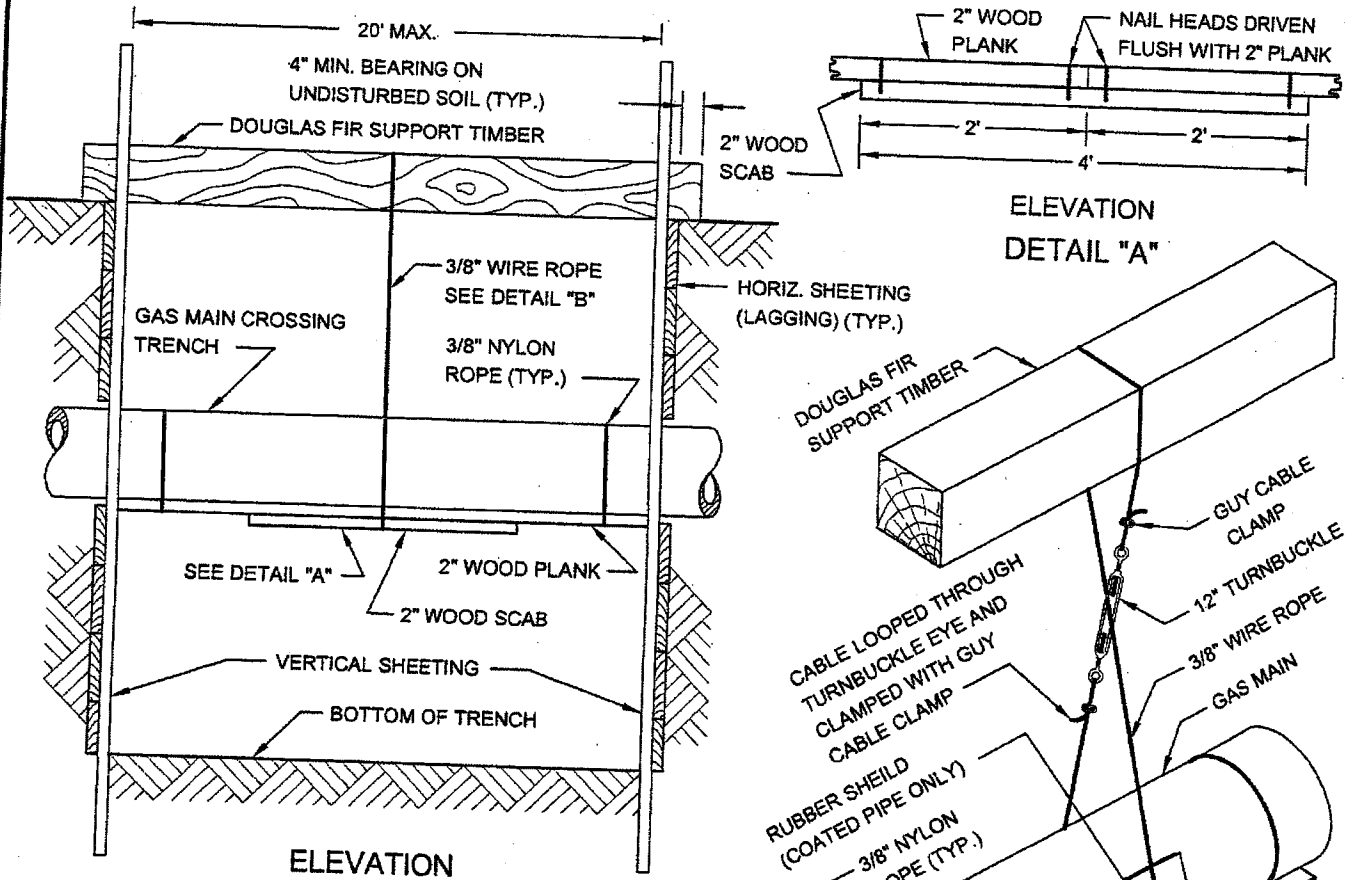
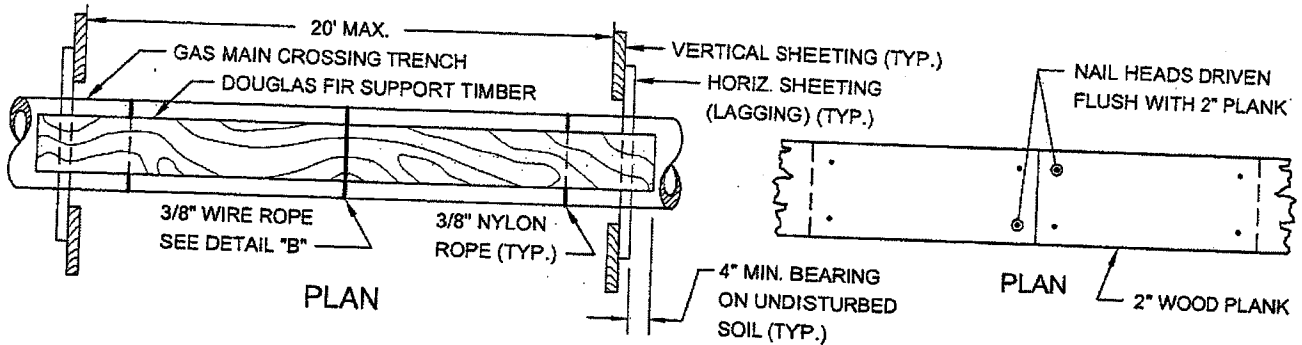
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE

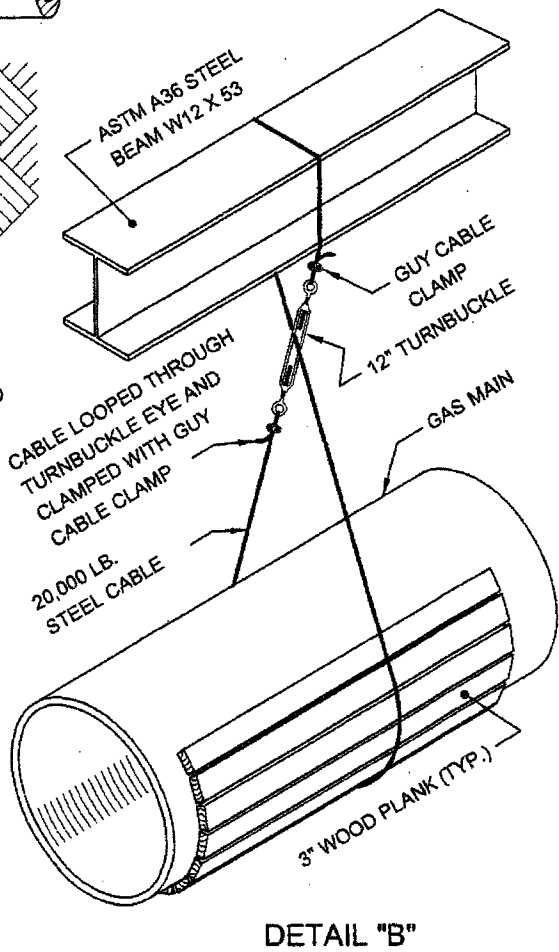
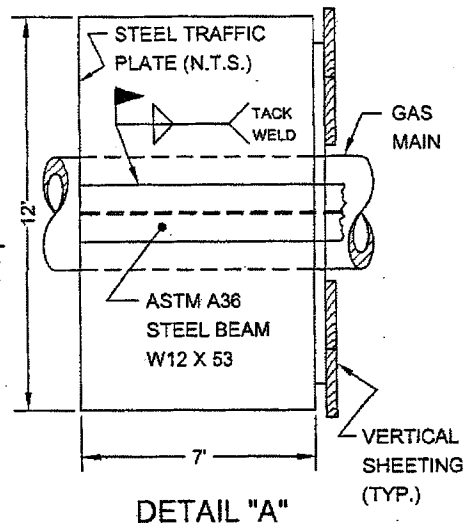
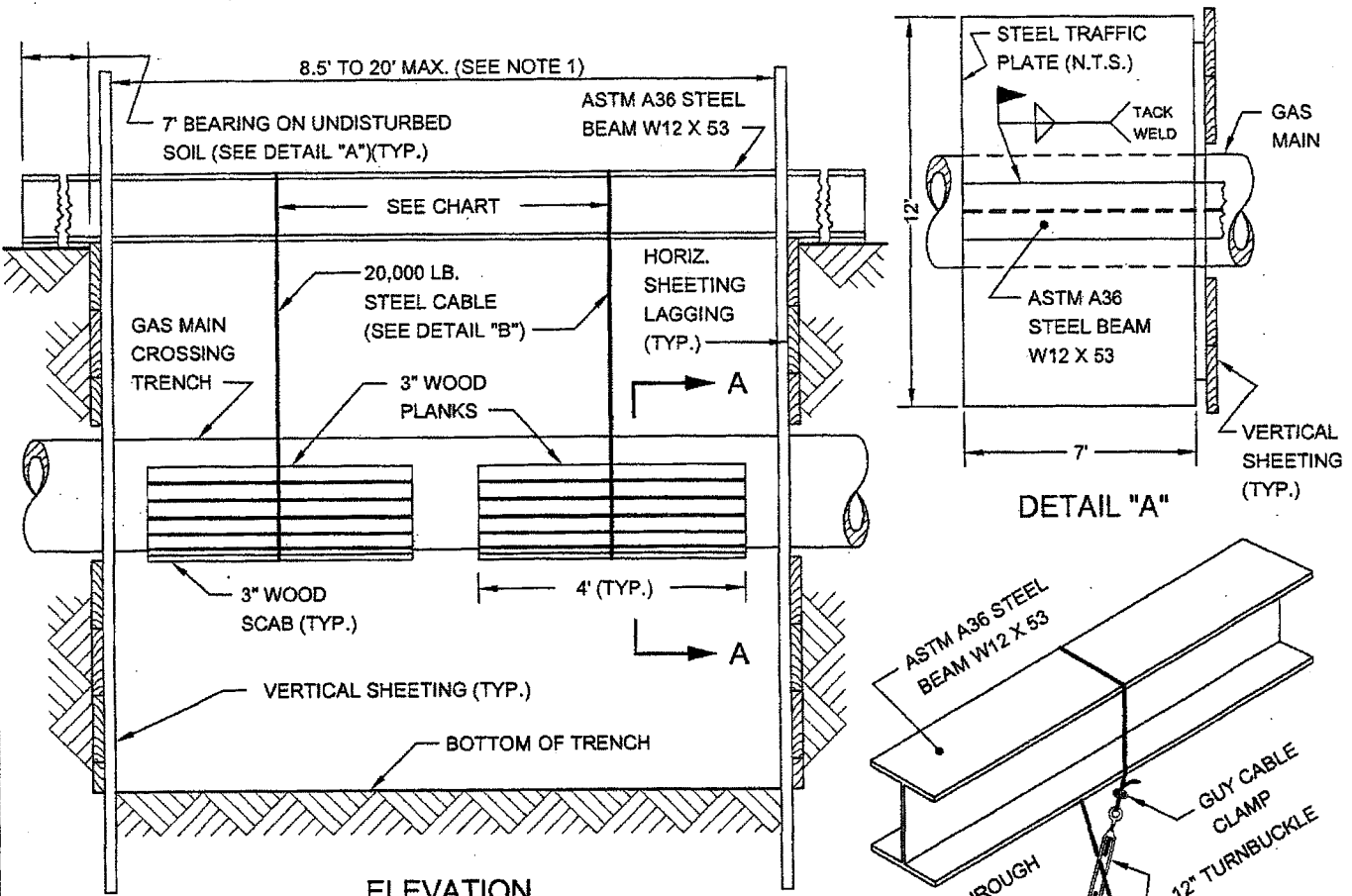


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

REVISED OCT. 2004 - L. ARRIEN
REVISED JUNE 1988 - J. WONG / W. PATALANOFF, INC.

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

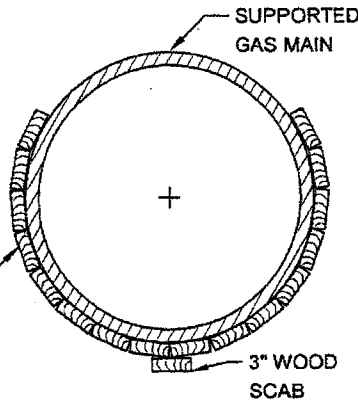


ELEVATION

SECTION A-A

DETAIL "B"

CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.



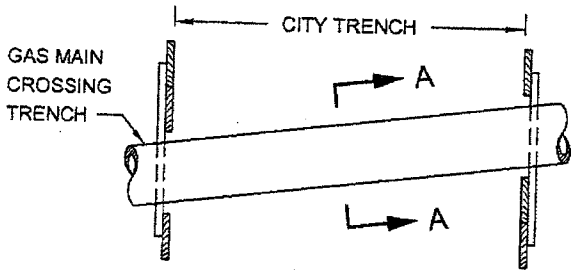
NOTES:

- (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.

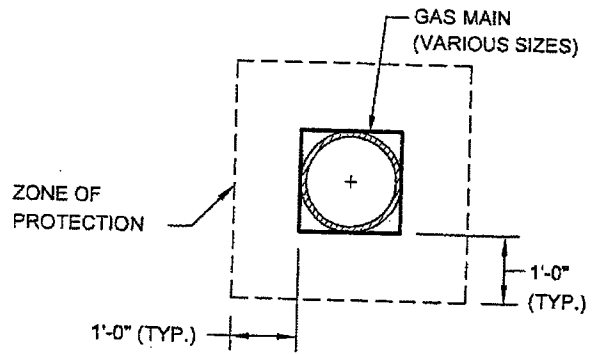
2004 - L. ADRIEN
 REVISION
 1998 - J. WONG / W. PATALANOP, MOY

GAS COST SHARING WORK (SKETCH NO. 2)

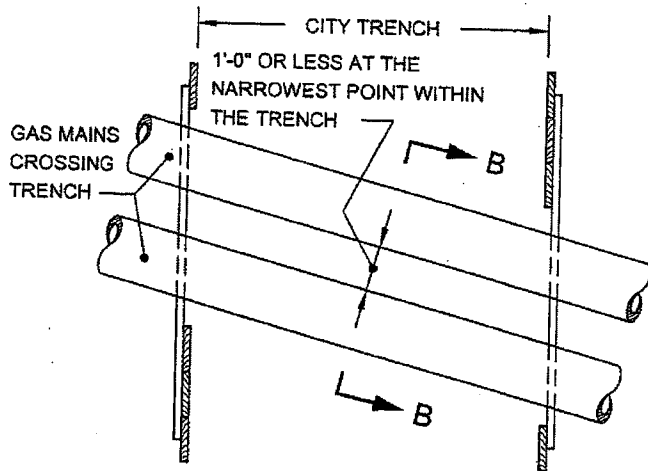
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



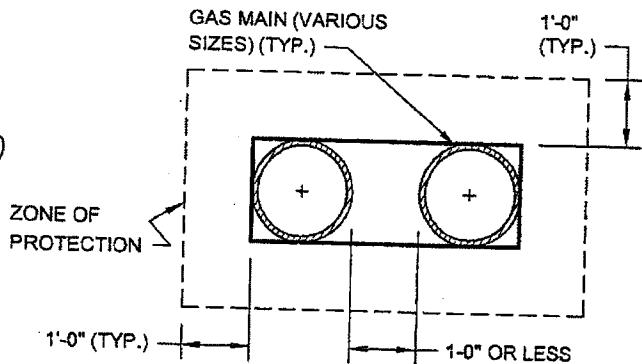
SINGLE FACILITY CROSSING



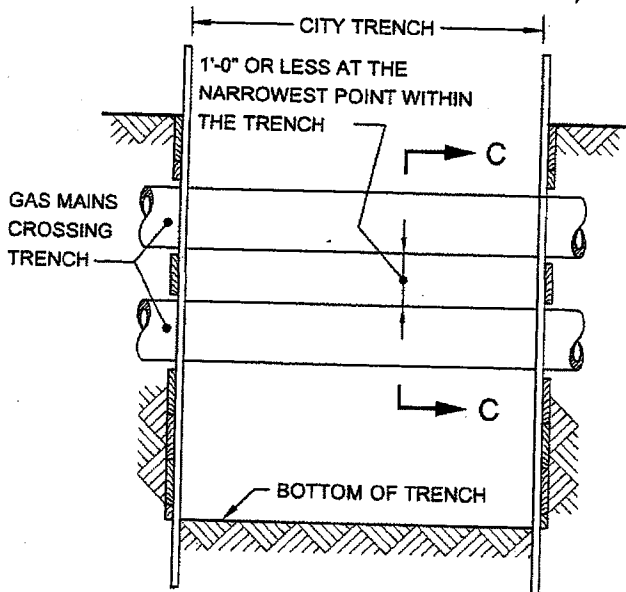
SECTION A-A



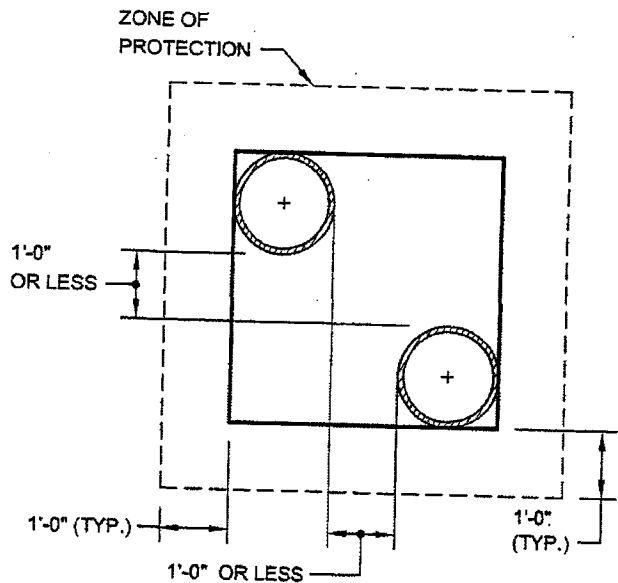
**MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)**



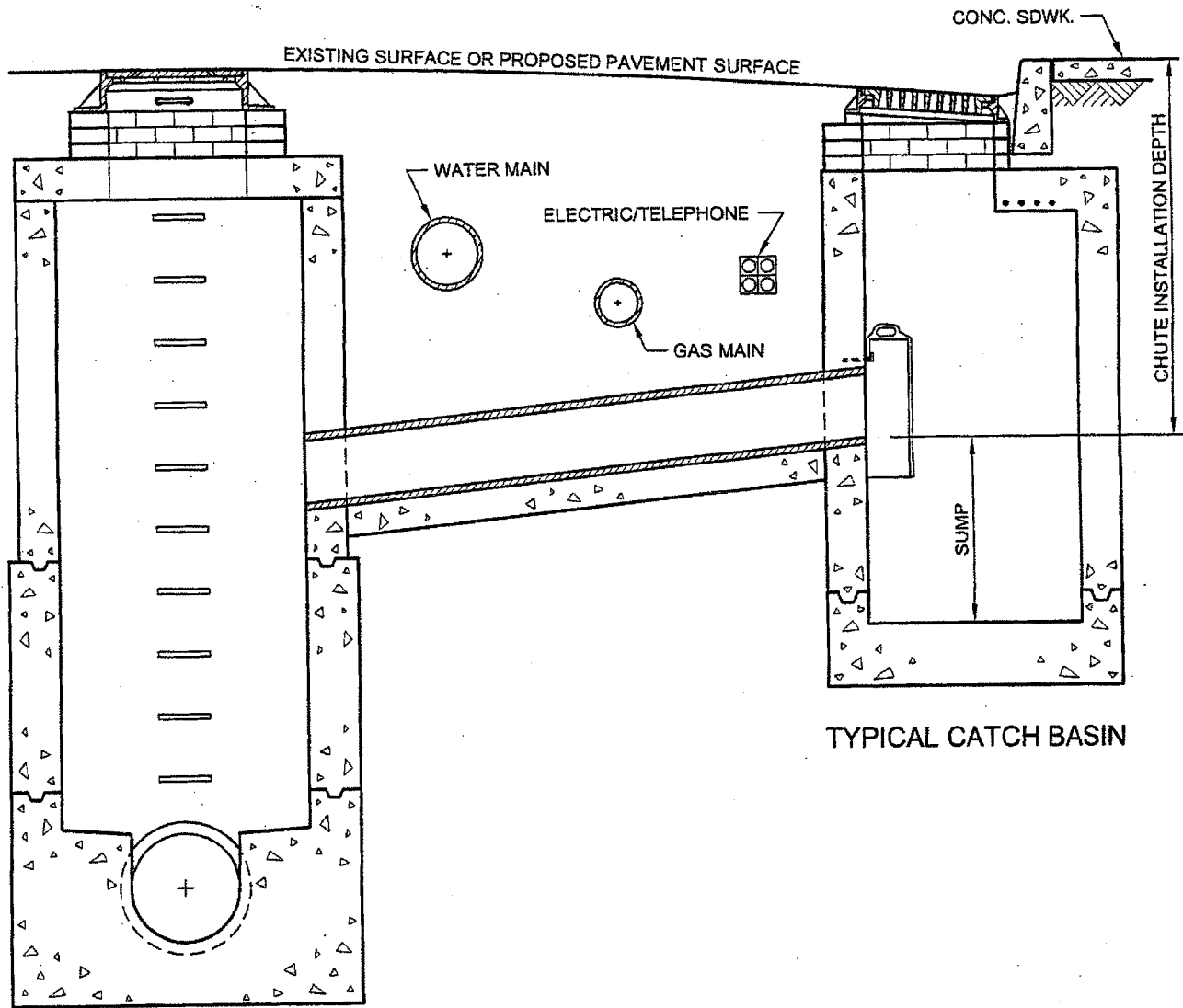
SECTION C-C

NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

REVISED SEPT. 2004 - L. ADRIEN
 REVISED SEPT. 2004 - J. WONG/W. PATALANOP, MOY

GAS COST SHARING WORK (SKETCH NO. 3)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION

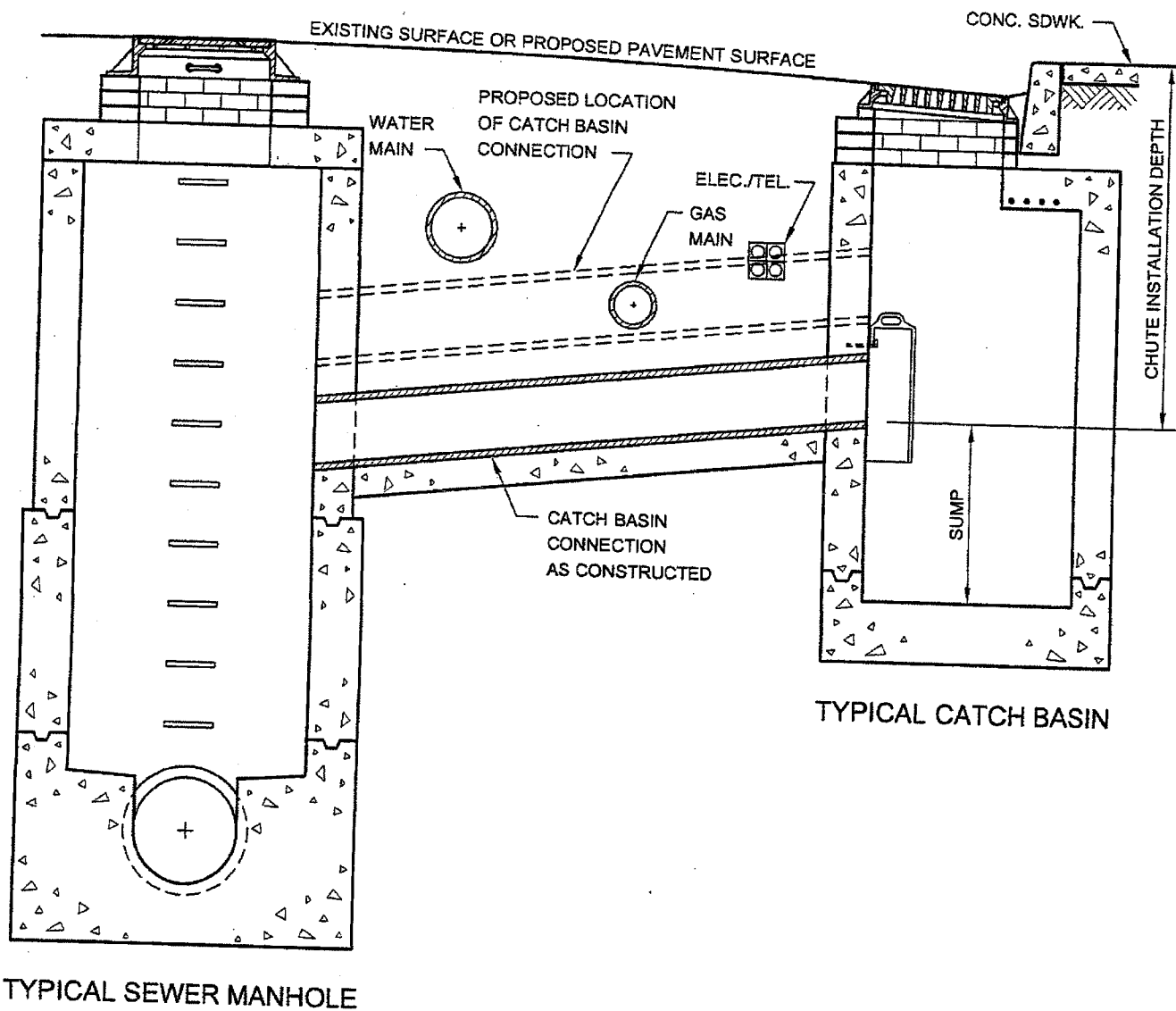


TYPICAL SEWER MANHOLE

TYPICAL CATCH BASIN

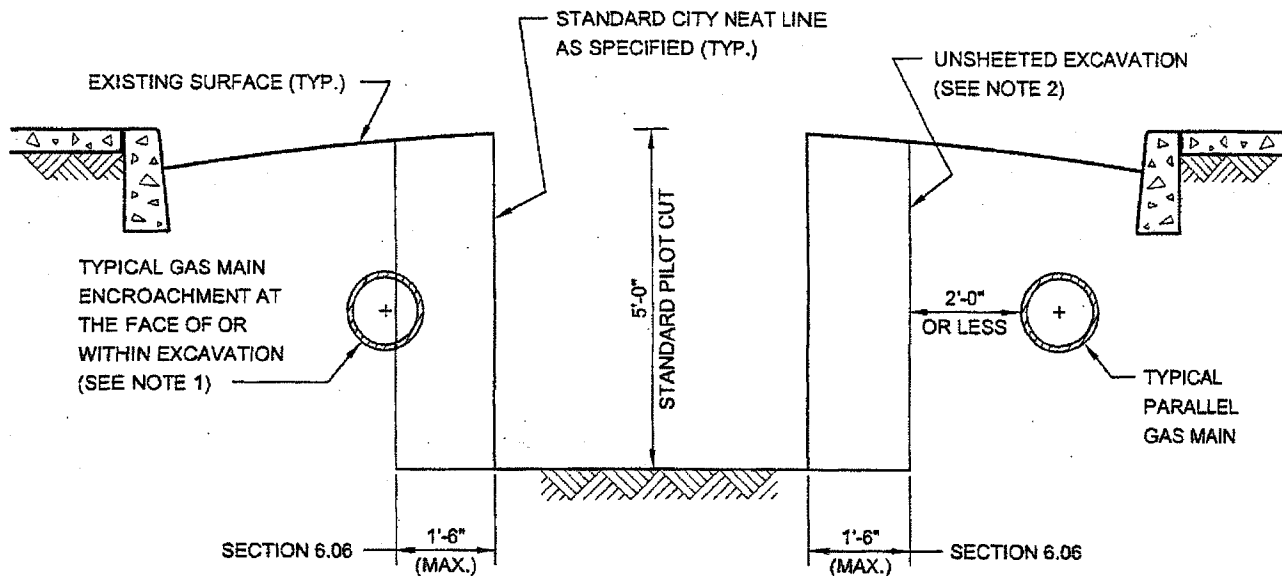
REVISED OCT. 1998 - J. WONGAW, PATALANOP, MOY
REVISED OCT. 2004 - L. ADRIEN

GAS COST SHARING WORK (SKETCH NO. 4)
 UTILITY CROSSINGS DURING CATCH BASIN CHUTE
 CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - L. ARRIEN
 REVISED OCT. 1998 - J. WONGAW, PATALANO/R. 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.

RE: OCT. 2004 - L. ADRIEN
 OCT. 1988 - J. WONGW. PATALANDIP. MOY

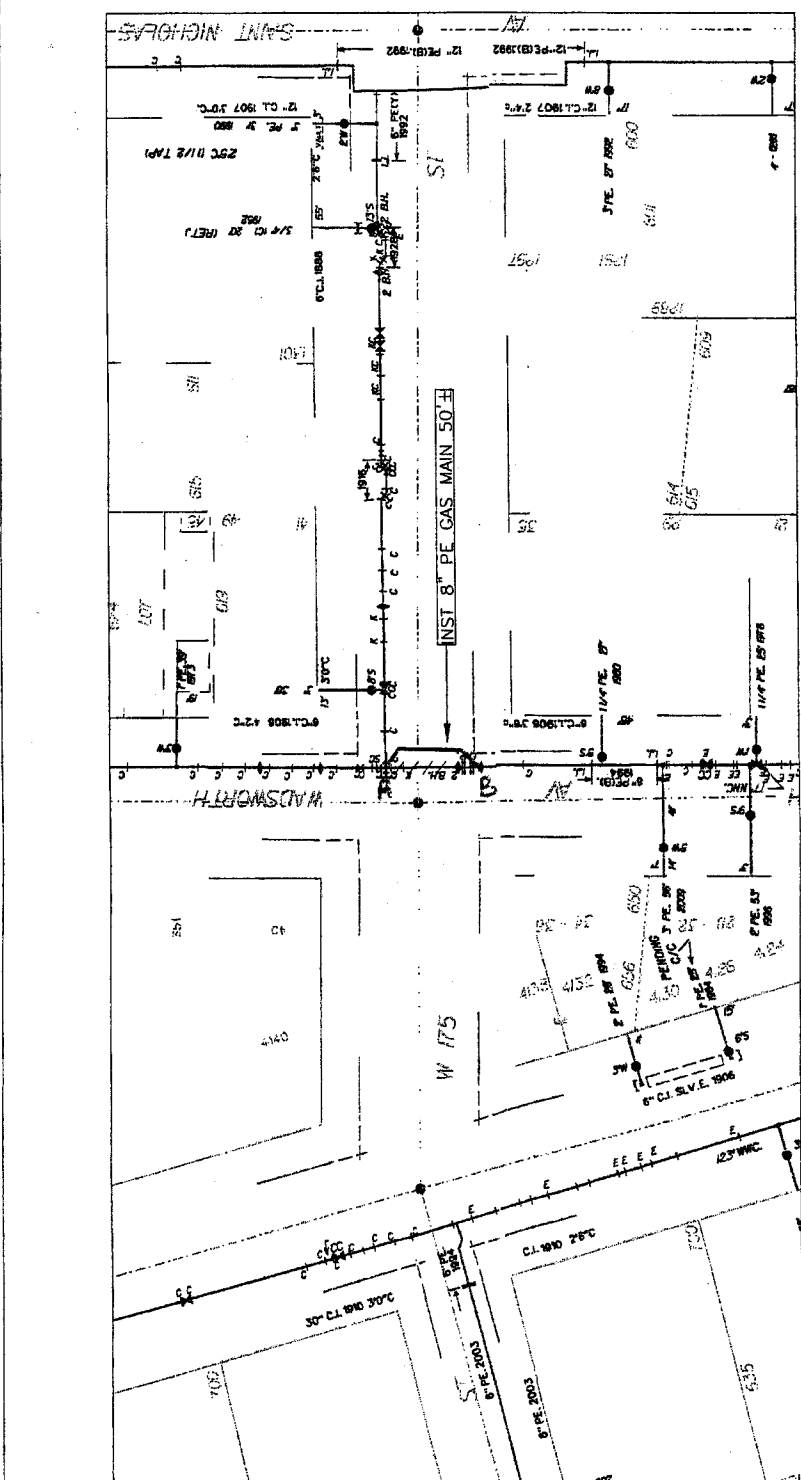
**V - PRELIMINARY GAS WORK TO BE PERFORMED BY
FACILITY OPERATOR.**

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

Consolidated Edison
4 Irving place
New York, NY 11211
Mr. Don Soldiviero
212-460 4834

(NO TEXT IN THIS AREA, TURN PAGE)



A3-22(a)

NO.	DATE	DESCRIPTIONS	BY	APP'D.

06/21/12
SHEET 1

HWPLZ009M
FOR THE RECONSTRUCTION OF
PLAZA DE LAS AMERICAS
BUREAU OF MUNICIPALITY

GAS CONSTRUCTION PLAN
HWPLZ009M

DRAWN BY: _____
CHECKED BY: _____



ENGINEER IN CHARGE
DIRECTOR, BUREAU OF DESIGN

SCALE
1"=30'

GAS FACILITY COST ALLOCATION AGREEMENT
 PROJECT NO. HWPLZ009M
 CAPITAL GAS MAIN INSTALLATION

SHEET #	LOC.	ON STREET	FROM	TO	ITEM	SIZE	TYPE	LENGTH	REIMB LENGTH	REMARKS
1	A-B	WADSWORTH AVE	W 175TH STREET		821	8	PE	50	50	RETIRE 50'+6" C.I.

A3- 22 (B)

**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID
ITEMS QUANTITIES.**

(NO TEXT IN THIS AREA, TURN PAGE)

EP-7 STD. SPECS
03/23/2009

Scope of Work Estimate
GAS COST SHARING SCOPE OF WORK
SUPPORT & PROTECTION
FOR CONTRACT NUMBER HWPLZ009M
CITY OF NEW YORK

The New York City Department Of Design and Construction, Division Of Infrastructure, is proposing to install sanitary sewer(s) and / or water main(s) in the locations indicated below along with all work incidental thereto.

Item 6.01.9 Support and Protect Gas main Crossing Water Main up to 20" in Diameter (Ea.)

2 in West 175th Street & Broadway
2 in West 175th Street & Wadsworth Avenue

Item 6.03 Removal of all Abandoned Gas Facilities. all Sizes (LF.)

225 In Various Locations As Required

Item 6.06 Special Care Excavation & Backfilling (C.Y.)

10 in West 175th Street & Wadsworth

Item 6.07 Test Pits For Gas Facilities (C.Y.)

10 in Various Locations As Required

END OF ADDENDUM NO. 3

This Addendum Consist of Thirty Two (32) Pages

A3-23(a)

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: February 11, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

Included herein are the Specifications for the Electrical and Utility Storage Column Work.

TABLE OF CONTENTS

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9.60 UTC-05B	METAL FABRICATION	A4-11
9.60 UTC-06A	ROUGH CARPENTRY	A4-14
9.60 UTC-06B	SHEATHING	A4-16
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9.60 UTC-07B	COLD FLUID-APPLIED WATERPROOFING	A4-21
9.60 UTC-07C	JOINT SEALANTS	A4-23
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E 260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	A4-42
E 260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	A4-46
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E 260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	A4-59
E 262726	WIRING DEVICES	A4-68

**SECTION 9.60 UTC
UTILITY STORAGE COLUMN**

9.60 UTC.1. INTENT. This section describes the furnishing and installation of a custom fabricated utility storage column. The Column is to be complete including all required materials, construction and finishes to the Design Intent as indicated on Contract Drawings, Specifications and as described herein.

9.60 UTC.2. DESCRIPTION. Under this item, the Contractor shall furnish and install a Utility Storage Column in accordance with the Contract Drawings, the specifications and directions of the Engineer.

9.60 UTC.2. REFERENCES AND RELATED SECTIONS.

(A) ABBREVIATIONS

1. AISI. American Iron and Steel Institute
2. AAMA. American Architectural Manufacturers Association
3. ANSI. American National Standards Institute
4. ASTM. American Society for Testing and Materials
5. ASME. American Society of Mechanical Engineers
6. AWS. American Welding Society
7. AWWA. American Wood Protection Association
8. BHMA. Builders Hardware Manufacturers Association
9. ICC. International Code Council
10. MFMA. Metal Framing Manufacturers Association
11. NAAMM. National Association of Architectural Metal Manufacturers
12. NES. National Evaluation Services
13. NER. National Evaluation Report
14. NLGA. National Lumber Grades Authority
15. SMACNA. Sheet Metal and Air Conditioning Contractors' National Association
16. SWRI. Sealant Waterproofing and Restoration Institute
17. WCLIB. West Coast Lumber Inspection Bureau
18. WWPA. Western Wood Products Association

(B) RELATED SECTIONS

1. Section 9.60 UTC-05A, Cold Form Metal Framing
2. Section 9.60 UTC-05B, Metal Fabrication
3. Section 9.60 UTC-06A, Rough Carpentry
4. Section 9.60 UTC-06B, Sheathing
5. Section 9.60 UTC-07A, Sheet Metal And Flashing
6. Section 9.60 UTC-07B, Cold Fluid-Applied Waterproofing
7. Section 9.60 UTC-07C, Joint Sealants
8. Section 9.60 UTC-08A, Stainless-Steel Door Panels And Frames
9. Section 9.60 UTC-08B, Door Hardware
10. Section 9.60 UTC-08C, Glazing

9.60 UTC.3. MATERIALS.

Refer to Contract Drawings and specifications for additional technical requirements.

- | | |
|-------------------------------------|--|
| 1. Steel Structural Tubing: | ASTM A 500, Grade B. |
| 2. Steel Plates, Shapes, And Bars: | ASTM A 36 |
| 3. Steel Mechanical Tubing: | ASTM A 513, welded steel
mechanical tubing |
| 4. Zinc-Coated (Galvanized) Steel: | ASTM A 123, Hot-dip galvanized |
| 5. Stainless-Steel Sheet: | ASTM A 666, Type 304. |
| 6. Stainless Steel Tubing: | ASTM A 554, Type 304 |
| 7. Stainless Steel Castings: | ASTM A 743, Type 304 |
| 8. Stainless Steel Bars And Shapes: | ASTM A 276, Type 304 |
| 9. Plywood: | DOC PS 1, Exterior grade. |
| 10. Clear Tempered Float Glass: | ASTM C 1048, Kind FT, Condition A,
Type I, Class 1, and Quality q3. |
| 11. ANCHORAGES: | Anchor bolts; stainless steel. |
| a. CORNER SHAPE: | Square |
| 12. GLAZED PANELS: | 1/4 inch - Curved laminated /
tempered opaque glass panels. |

9.60 UTC.4. PERFORMANCE REQUIREMENTS. All materials shall be high quality, industry standard and capable of meeting the performance requirements stated herein. All materials throughout the structure 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.

(C) **STRUCTURAL PERFORMANCE:** Utility Storage Column shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to New York City Building Code:

1. Dead Loads: Self Load.
2. Live Loads: 100 psf.
3. Roof Loads: 20 psf.
4. Snow Loads: 25 psf.
5. Wind Loads: 35 psf.
6. Per Building Code requirements BC 1605.
7. Deflection Limits: Design framing system to withstand design loads without deflections greater than the following:

a. $L/360$.

(D) **THERMAL MOVEMENTS:** Allow for thermal movements from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

9.60 UTC.5. PREFABRICATED STAINLESS STEEL STORAGE COLUMN

- (A) **GENERAL:** Provide a complete, integrated set of mutually dependent components that form a completely assembled, prefabricated storage column, ready for installation on project site. Column style is indicated on Contract Drawings.
- (B) **MANUFACTURERS:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include:
1. B.I.G. Enterprises, Inc.
 2. Keystone Structures, Inc.
 3. Little Buildings, Inc.
 4. Par-Kut International, Inc.
 5. Porta-King Building Systems.
 6. or approved equivalent.
- (C) **STRUCTURAL FRAMEWORK:** Fabricated from stainless (50-by-50-by-1.90-mm) steel structural sections. Connect framework by welding.
- (D) **BASE ASSEMBLY:** Perimeter frame welded to structural framework of column. Fabricate frame from 2-inch by 4-inch galvanized-steel structural tubing; 0.108-inch nominal-thickness, C-shaped, galvanized-steel sheet channels; or galvanized structural-steel angles. Include anchor clips fabricated from 1/4-inch thick galvanized-steel plate, predrilled and welded to exterior of integral floor frame.
- (E) **FLOOR ASSEMBLY:** Provide perimeter curved galvanized steel angle frame, with surface of supporting concrete floor as finished floor.
- (F) **WALL PANEL ASSEMBLY:** Assembly consisting of face panel fabricated from 0.125-inch nominal-thickness, stainless-steel sheet. Framing to be of stretch formed stainless steel brake formed sections – curved to radius as indicated – all joints to be welded. Provide neoprene gaskets between panels and frames. The finish shall be US32D Satin stainless steel.
- (G) **FLAT ROOF/CEILING ASSEMBLY:** Consisting of exterior roof panels; sloped to drain as indicated. The exterior roof panel shall be fabricated from a three-fourth (3/4") inch nominal-thickness exterior quality plywood, with liquid applied roof membrane. Downspouts are integral and extend 3 inches (76 mm) beyond utility storage column walls.
- (H) **SWINGING DOOR:** 1-3/4 inches (44 mm) thick; tubular-frame design fabricated from Stretched / Curved Stainless Steel; with top half of door glazed. Equip door with deadlock, three butt hinges, closer, and full weather stripping. Glazing shall be a fixed unit with 1/4-inch thick, full frit tempered glass in special shapes and bent as indicated. Deadlock shall be mortised with lever handle and removable cylinder capable of being master keyed.

- (I) FINISH: Finish exposed metal surfaces, including structural framework, walls, canopy, and ceiling to be satin stainless steel US32D.

9.60 UTC.6. FABRICATION.

- (A) Fabricate completely in factory.
- (B) Preglaze windows and doors at factory.
- (C) Fabricate with removable lifting eye centered in roof.

9.60 UTC.7. FINISH.

- (A) Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- (B) APPEARANCE OF FINISHED WORK: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

9.60 UTC.8. EXAMINATION.

- (A) Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- (B) Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- (C) Proceed with installation only after unsatisfactory conditions have been corrected.

9.60 UTC.9. INSTALLATION.

- (A) Install fabricated structures according to manufacturer's written instructions.
- (B) Set fabricated structures plumb and aligned. Level baseplates true to plane with full bearing on concrete bases.
- (C) Fasten fabricated structures securely to cast-in anchor bolts.

9.60 UTC.10. ADJUSTING.

- (A) Adjust door and hardware to operate smoothly, easily, properly, and without binding. Confirm that locks engage accurately and securely without forcing or binding.
- (B) After completing installation, inspect exposed finishes and repair damaged finishes.

9.60 UTC.11. QUALITY CONTROL.

- (A) **WELDING QUALIFICATIONS:** Qualify procedures and personnel according to the following:
 - 1. AWS D1.1, "Structural Welding Code - Steel."
 - 2. AWS D1.3, "Structural Welding Code - Sheet Steel."
- (B) **REGULATORY REQUIREMENTS:** Comply with applicable provisions in ICC/ANSI A117.1.
- (C) **SAFETY GLAZING PRODUCTS:** Category II materials complying with testing requirements in 16 CFR 1201.
 - 1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council (SGCC) or another certification agency or manufacturer acceptable to the Engineer.

9.60 UTC.12. COORDINATION. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

9.60 UTC.13. SUBMITTALS. All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, Section 1.06.13, Shop and Working Drawings, and in accordance with the following requirements:

- (A) **PRODUCT DATA:** For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- (B) **SHOP DRAWINGS:** Submit Shop Drawings showing elevations, sections, details, and attachments to other work. Shop Drawings to be signed/sealed by a Professional Engineer licensed in the State of New York.
- (C) **SAMPLES FOR INITIAL SELECTION:** For Utility Storage Column with factory-applied color finishes.

- (D) **SAMPLES FOR VERIFICATION:** For exposed finishes, in manufacturer's standard sizes.
- (E) **DESIGN SUBMITTAL:** Design calculations for utility storage column, indicating the design complies with performance requirements and NYC building Code requirements, shall be signed/sealed by a Professional Engineer licensed in the State of New York.
- (F) **WELDING CERTIFICATES.** The Contractor shall be responsible for obtaining all certifications necessary.
- (G) **MAINTENANCE DATA:** For Utility Storage Column to include in maintenance manuals.
- (H) **WARRANTY:** All manufactured materials shall be guaranteed for five (5) years, from date of substantial completion of the project, against all defects.

9.60 UTC.14. MEASUREMENT. The quantity to be measured for payment shall be the number of Utility Storage Columns actually installed at the site to the satisfaction of the Engineer.

9.60 UTC.15. PRICE TO COVER. The price bid shall be a unit price for each Utility Storage Column furnished and installed, and shall include the cost for all labor, material, plant, equipment, insurance, and incidental expenses necessary to complete the work, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Unclassified Excavation, Rock Excavation, Concrete in Structures, Class A-40, and all plumbing items shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
9.60 UTC	UTILITY STORAGE COLUMN	EACH

SECTION 9.60 UTC-05A
(NOT A BID ITEM)
COLD FORM METAL FRAMING

9.60 UTC-05A.1. INTENT. This section describes the fabrication of Cold Form Roof Rafter Metal Framing in accordance with the Contract Drawings, specifications, and as described herein.

9.60 UTC-05A.2 MANUFACTURERS.

(A) **MANUFACTURERS.** Subject to compliance with requirements, provide cold-formed metal framing by one of the following:

1. Allsteel Products, Inc.
2. Dietrich Metal Framing; A Worthington Industries Company.
3. Marinoware; A Division Of Ware Industries.
4. or approved equivalent.

9.60 UTC-05A.3 MATERIALS.

(A) **Steel sheet:** ASTM A 1003, structural grade, Type H, metallic coated, of grade and coating weight as follows:

1. Grade: ST33H.
2. Coating: G60, A60, AZ50, or GF30.

(B) **ROOF-RAFTER FRAMING.** Steel rafters: manufacturer's standard c-shaped steel sections, of web depths indicated on the Contract Drawings and/or required to meet performance specifications, unpunched, with stiffened flanges, and as follows:

1. Minimum base-metal thickness: 0.0966 inch.
2. Flange width: 1-5/8 inches, minimum.

(C) **FRAMING ACCESSORIES.** Fabricate steel-framing accessories from steel sheet, ASTM A 1003, structural grade, Type H, metallic coated, of same grade and coating weight used for framing members.

(D) **ANCHORS, CLIPS, AND FASTENERS**

1. Steel shapes and clips: ASTM A 36, zinc coated by hot-dip process according to ASTM A 123
2. Anchor bolts: ASTM F 1554, Grade 36, threaded carbon-steel hex-headed bolts and carbon-steel nuts; and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A 153, Class C.
3. Mechanical fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.

- a. Head type: low-profile head beneath sheathing,
 - b. Manufacturer's standard elsewhere.
- (E) WELDING ELECTRODES: Comply with AWS standards.
- (F) MISCELLANEOUS MATERIALS
- 1. Galvanizing repair paint: ASTM A 780.
 - 2. Sealer gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

9.60 UTC-05A.4 PERFORMANCE REQUIREMENTS.

- (A) STRUCTURAL PERFORMANCE: provide cold-formed metal framing capable of withstanding design loads within limits and under conditions indicated.
- 1. Design loads: in accordance with applicable building codes.
 - 2. Deflection limits: design framing systems to withstand design loads without deflections greater than the following:
 - a. Roof rafter framing: horizontal deflection of 1/360 of the horizontally projected span.
 - 3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F.
 - 4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
 - a. Upward and downward movement of 1/2 inch.
 - b. Cold-formed steel framing, general: design according to AISI "Standard For Cold-Formed Steel Framing-General Provisions."

9.60 UTC-05A.5 QUALITY CONTROL.

- (A) Engineering Responsibility. Preparation of shop drawings, design calculations, and other structural data signed and sealed by a Professional Engineer licensed in the State of New York.

9.60 UTC-05A.6 MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-05B
(NOT A BID ITEM)
METAL FABRICATION**

9.60 UTC-05B.1. INTENT. This section describes the fabrication of Galvanized Steel Structural Framing and Supports in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-05B.2 MATERIALS.

(A) METALS, GENERAL

1. Metal Surfaces, General. Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

(B) FERROUS METALS

1. Recycled Content of Steel Products. Provide products with average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
2. Steel Plates, Shapes, and Bars: ASTM A 36.
3. Steel Tubing: ASTM A 500, Cold-Formed Steel Tubing.
4. Steel pipe: ASTM A 53, Standard weight (schedule 40) unless otherwise indicated.

(C) FASTENERS. Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless-steel fasteners for fastening aluminum.
2. Provide stainless-steel fasteners for fastening stainless steel.
3. Steel Bolts and Nuts. Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
4. Steel Bolts and Nuts. Regular hexagon-head bolts, ASTM A 325, Type 3; with hex nuts, ASTM A 563, Grade C3; and, where indicated, flat washers.
5. Anchor Bolts. ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
6. Hot-Dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

- (D) EYEBOLTS: ASTM A 489.
- (E) MACHINE SCREWS: ASME B18.6.3.
- (F) LAG SCREWS: ASME B18.2.1.
- (G) WOOD SCREWS: Flat Head, ASME B18.6.1.
- (H) PLAIN WASHERS: Round, ASME B18.22.1.
- (I) LOCK WASHERS: Helical, Spring Type, ASME B18.21.1.
- (J) CAST-IN-PLACE ANCHORS IN CONCRETE: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27 cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- (K) POST-INSTALLED ANCHORS: Chemical Anchors.
 - 1. Material for interior locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for exterior locations and where stainless steel is indicated: alloy group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.
- (L) SLOTTED-CHANNEL INSERTS: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c.

Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

9.60 UTC-05B.3 PERFORMANCE REQUIREMENTS.

- (A) THERMAL MOVEMENTS: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature change: 120 deg F, ambient; 180 deg F Material surfaces.

9.60 UTC-05B.4 QUALITY CONTROL.

(D) WELDING QUALIFICATIONS: Qualify procedures according to the following:

1. AWS D1.1, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."

9.60 UTC-05B.5 MEASUREMENT AND PAYMENT.

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-06A
(NOT A BID ITEM)
ROUGH CARPENTRY**

9.60 UTC-06A.1. INTENT. This section describes Wood blocking and Nailers in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-06A.2 MATERIALS.

(A) MISCELLANEOUS LUMBER

1. **GENERAL:** Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - a. Blocking
2. For items of dimension lumber size, provide construction or No. 2 grade lumber and the following species:
 - a. Hem-Fir (North); as defined by NLGA.
 - b. Spruce-Pine-Fir; as defined by NLGA.
 - c. Hem-Fir; as defined by WCLIB Or WWPA.
3. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
4. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

(B) FASTENERS. Provide fasteners of size and type indicated herein that comply with requirements specified for material and manufacture.

1. **POWER-DRIVEN FASTENERS:** NES NER-272.
2. **WOOD SCREWS:** ASME B18.6.1.
3. **LAG BOLTS:** ASME B18.2.1.
4. **BOLTS:** Steel bolts complying with ASTM A 307, GRADE A; with ASTM A 563 hex nuts and, where indicated, flat washers.

(C) MISCELLANEOUS MATERIALS

1. **Flexible flashing:** Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-

density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

9.60 UTC-06A.3 MEASUREMENT AND PAYMENT.

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-06B
(NOT A BID ITEM)
SHEATHING**

9.60 UTC-06B.1. INTENT. This section describes Wall Sheathing, Roof Sheathing and Sheathing Joint and Penetration Treatments in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-06B.2 MATERIALS.

(A) PRESERVATIVE-TREATED PLYWOOD

1. Preservative Treatment by Pressure Process: AWWPA U1; Use category UC3B.
 - a. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
2. Mark plywood with appropriate classification marking of the NYCDDC Quality Assurance and Construction Safety (QACS) Bureau.
3. Application: Treat all plywood unless otherwise indicated.

(B) WALL SHEATHING

1. Plywood Wall Sheathing: Exterior, Structural 1 Sheathing.
 - a. Span rating: not less than 16/0.
 - b. Nominal thickness: not less than 1/2 inch.

(C) ROOF SHEATHING

1. Plywood Roof Sheathing: Exterior, structural 1 sheathing.
 - a. Span rating: not less than 16/0.
 - b. Nominal thickness: not less than 1/2 inch.

(D) FASTENERS. For roof and wall sheathing, provide fasteners of Type 304 stainless steel.

(E) NAILS, BRADS, AND STAPLES: ASTM F 1667.

(F) POWER-DRIVEN FASTENERS: NES NER-272.

(G) WOOD SCREWS: ASME B18.6.1.

(H) SCREWS FOR FASTENING WOOD STRUCTURAL PANELS TO COLD-FORMED METAL FRAMING: ASTM C 954, except with wafer

heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

1. For wall and roof sheathing panels, provide screws with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

(I) MISCELLANEOUS MATERIALS

1. Adhesives For Field Gluing Panels To Framing: Formulation complying with APA AFG-01 and ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

9.60 UTC-06B.3 MEASUREMENT AND PAYMENT.

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

SECTION 9.60 UTC-07A
(NOT A BID ITEM)
SHEET METAL AND FLASHING

9.60 UTC-07A.1. INTENT. This section describes formed roof drainage sheet metal fabrication and formed wall sheet metal fabrication in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-07A.2 MATERIALS.

(A) SHEET METALS

1. General. Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
2. Aluminum Sheet. ASTM B 209, Alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
3. Surface. Smooth, flat finish.
4. Exposed coil-coated finishes. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Three-coat fluoropolymer: AAMA 620. System consisting of primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent PVDF resin by weight.
 - b. Concealed surface. Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

(B) UNDERLAYMENT MATERIALS

1. Self-adhering, High-temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or sbs-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
 - a. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F.
 - b. Low-temperature flexibility: ASTM D 1970; passes after testing at minus 20 deg F.
 - c. Products: Subject to compliance with requirements, provide underlayment materials by one of the following:
 - i. Carlisle Coatings & Waterproofing; CCW WIP 300HT.
 - ii. Grace Construction Products, A Unit Of W. R. Grace & Co.; Ultra.
 - iii. Henry Company; Blueskin PE200 HT.
 - iv. Metal-Fab Manufacturing, Llc; Metshield.
 - v. Owens Corning; Weatherlock Metal High Temperature Underlayment.
 - vi. or approved equivalent.

(C) MISCELLANEOUS MATERIALS. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.

1. Fasteners. Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 - a. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 - b. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
2. Elastomeric Sealant. ASTM C 920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
3. Butyl Sealant. ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
4. Bituminous Coating. Cold-applied asphalt emulsion complying with ASTM D 1187.
5. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

(D) COPINGS

1. Copings: Manufactured coping system consisting of formed-metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; corner units, end cap units, and concealed splice plates with same finish as coping caps.
2. Manufacturers: Subject to compliance with requirements, provide copings from one of the following manufacturers:
 - a. Architectural Products Company.
 - b. Castle Metal Products. Basis Of Design
 - c. Hickman Company, W. P.
 - d. Metal-Era, Inc.
 - e. Perimeter Systems; A Division Of Southern Aluminum Finishing Company, Inc.
 - f. Petersen Aluminum Corporation
 - g. or approved equivalent.
3. Coping-cap Material. Formed aluminum, 0.080 inch thick.
 - a. Finish: Clear anodic.
 - b. Color: Match architect's sample.
4. Corners. Factory mitered and continuously welded.

5. Special Fabrications. Radiussed sections.
6. Coping-cap Attachment Method. Face leg hooked to continuous cleat with back leg fastener exposed, fabricated from coping-cap material.
7. Face Leg Cleats. Concealed, continuous stainless steel.

(E) GENERAL FINISH REQUIREMENTS

1. Comply with NAAMS's "metal finishes manual for architectural and metal products" for recommendations for applying and designating finishes.
2. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
3. Appearance of finished work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved samples and are assembled or installed to minimize contrast.

9.60 UTC-07A.3 PERFORMANCE REQUIREMENTS.

(A) PERFORMANCE REQUIREMENTS

1. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
2. Thermal movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - a. Temperature Change (range): 120 deg F, ambient; 180 deg F, material surfaces.

9.60 UTC-07A.4 QUALITY CONTROL.

- (A) Fabricator Qualifications. Shop that custom fabricate sheet metal flashing and trim similar to that required for this project.
- (B) Sheet Metal Flashing and Trim Standard. Comply with SMACNA's "architectural sheet metal manual" unless more stringent requirements are specified or shown on Contract Drawings.

9.60 UTC-07A.5 MEASUREMENT AND PAYMENT.

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-07B
(NOT A BID ITEM)
COLD FLUID-APPLIED WATERPROOFING**

9.60 UTC-07B.1. INTENT. This section describes a Two-Component Polyurethane Waterproofing in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-07B.2 MATERIALS.

(A) TWO-COMPONENT POLYURETHANE WATERPROOFING

1. Two-Component, Reinforced, Unmodified Polyurethane Waterproofing: Comply with ASTM C 836 and with manufacturers written physical requirements.
2. PRODUCTS: Subject to compliance with requirements, provide two-component polyurethane waterproofing from one of the following manufacturers:
 - a. Kemper System, Inc.; Kemperol 2K-PUR.
 - b. Carlisle Corporation, Carlisle Coatings & Waterproofing Div.; CCW 703 Liquiseal.
 - c. Lyntal International, Inc.; Isoflex 550 SP.
 - d. Mameco International, Inc.; Vulkem 102.
 - e. Stellar-Mark; Pro-Deck 7520.
 - f. 3M Construction Markets; FC 100.
 - g. or approved equivalent.

(B) AUXILIARY MATERIALS. Provide auxiliary materials recommended by manufacturer to be compatible with one another and with waterproofing, as demonstrated by waterproofing manufacturer, based on testing and field experience.

1. Primer. Manufacturer's standard, factory-formulated polyurethane or epoxy primer.
2. Sheet Flashing. 50-mil minimum, non-staining, uncured sheet neoprene.
3. Adhesive. Manufacturer's recommended contact adhesive.
4. Membrane-Reinforcing Fabric. Nonwoven, needle-punched white polyester fabric, 6-oz/sy by weight.
5. Joint Reinforcing Strip. Manufacturer's recommended fiberglass mesh or polyester fabric.
6. Joint Sealant. Multicomponent polyurethane sealant, compatible with waterproofing, complying with ASTM C 920 Type M, Class 25; Grade NS for sloping and vertical applications or Grade P for deck applications; Use NT exposure; and as recommended by manufacturer for substrate and joint conditions.

- a. Backer rod: Closed-cell polyethylene foam.

(C) PROTECTION COURSE

1. PROTECTION COURSE: ASTM D 6506, Semi-rigid sheets of fiberglass or mineral-reinforced-asphaltic core, pressure laminated between two asphalt-saturated fibrous liners and as follows:

- a. Thickness: 1/4 inch, nominal.
- b. Adhesive: Rubber-based solvent type recommended by waterproofing manufacturer for type of protection course.

9.60 UTC-07B.3 QUALITY CONTROL.

- (A) Installer Qualifications: A firm that is approved or licensed by waterproofing manufacturer for installation of waterproofing required for this project.
- (B) Source Limitations: Obtain waterproofing materials and protection course from single source from single manufacturer.

9.60 UTC-07B.4 MEASUREMENT AND PAYMENT.

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-07C
(NOT A BID ITEM)
JOINT SEALANTS**

9.60 UTC-07C.1. INTENT. This section describes Silicone Joint Sealants and Preformed Joint Sealants in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-07C.2 MATERIALS.

(A) MATERIALS, GENERAL

1. **Compatibility:** Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
2. **VOC Content of Interior Sealants:** Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, PART 59, SUBPART D (EPA Method 24):
 - a. Architectural Sealants: 250 g/L.
 - b. Sealant Primers For Nonporous Substrates: 250 g/L.
 - c. Sealant Primers For Porous Substrates: 775 g/L.
3. **Liquid-applied Joint Sealants.** Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - a. **Suitability for immersion in liquids.** Where sealants are indicated for use for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
4. **Stain-test-response Characteristics.** Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for project.
5. **Suitability for Contact with Food.** Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
6. **Colors of Exposed Joint Sealants:** As selected by Engineer from manufacturer's full range.

(B) Silicone-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for use NT.

1. Products: Subject to compliance with requirements, provide silicone-component, nonsag, neutral-curing silicone joint sealant from one of the following manufacturers:
 - a. Dow Corning Corporation; 790
 - b. GE Advanced Materials - Silicones; SilPruf LM SCS2700
 - c. Tremco Incorporated; Spectrem
 - d. or approved equivalent.

(C) PREFORMED JOINT SEALANTS

1. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cf. and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.
2. Products: Subject to compliance with requirements, provide preformed joint sealant from one of the following manufacturers:
 - a. Emseal Joint Systems, Ltd.; EMSEAL 25V.
 - b. Schul International, Inc.; Sealtite.
 - c. Willseal USA, Llc; Willseal 150.
 - d. or approved equivalent.

(D) JOINT SEALANT BACKING. Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
2. Bond-breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

9.60 UTC-07C.3 PRECONSTRUCTION TESTING.

- (A) Preconstruction field-adhesion testing: Before installing sealants, conduct field tests for adherence for each application and kind of sealant.
- (B) Notify Engineer seven (7) days in advance of dates and times when test joints will be erected.

- (C) Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
1. Test method: Test joint sealants according to Method A, Field-applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 2. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained at no additional cost to the City.
 4. Evaluation of Preconstruction Field-Adhesion-Test Results. Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

9.60 UTC-07C.4 QUALITY CONTROL.

- (A) Installer Qualifications. Manufacturer's authorized representative who is trained and approved for installation of products required for this project.
- (B) Source limitations. Obtain each kind of joint sealant from single source from single manufacturer.
- (C) Product testing. Test joint sealants using a qualified testing agency.
1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 2. Test according to SWRI's sealant validation program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
 3. All testing shall be either carried out by the NYCDDC Quality Assurance and Construction Safety (QACS) Bureau, or as per their recommended laboratories and technicians. All proposed testing laboratories shall be duly licensed by the NYC Department of Buildings.
- (D) Mockups: Install sealant in mockups of assemblies specified in other sections that are indicated to receive joint sealants specified in this section. Use materials and installation methods specified in this section.
- (E) Preinstallation conference: Conduct conference at project site.

9.60 UTC-07C.5 MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-08A
(NOT A BID ITEM)
STAINLESS-STEEL DOOR PANELS AND FRAMES**

9.60 UTC-08A.1. INTENT. This section describes Stainless-Steel Doors Panels and Frames of Curved Metal in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-08A.2 MATERIALS.

(A) STAINLESS-STEEL DOORS AND FRAMES

1. Products. Subject to compliance with requirements, provide stainless-steel Doors and Frames from one of the following manufacturers:

- a. Stretch Forming Corporation Inc.
- b. Midammetal, Inc.
- c. Specialty Welding & Fabricating of NY, Inc.
- d. or approved equivalent.

(B) Stainless-Steel Doors. Stainless-steel doors, not less than 1-3/4 inches thick, of seamless, construction. Construct doors with smooth, flush surfaces without visible joints or seams on faces, constructed of stretched / curved stainless steel sections.

(C) Hardware Reinforcement. Fabricate according to ANSI/NAAMM-HMMA 866 with reinforcing plates from stainless steel.

(D) Performance: Level A, ANSI A250.4.

(E) Stainless-Steel Sheet: ASTM A 240, austenitic stainless steel, Type 304.

(F) Stainless-Steel Finishes:

1. Surface preparation. Remove tool and die marks and stretch lines, or blend into finish.

2. Polished finishes. Grind and polish surfaces to produce uniform finish, free of cross scratches.

a. Surface preparation. Remove tool and die marks and stretch lines, or blend into finish.

b. Run grain of directional finishes with long dimension of each piece.

a. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

b. Directional satin finish: No. 4.

- (G) Stainless-Steel Panels. Provide stainless-steel panels of same construction, materials, and finish as specified for adjoining stainless-steel doors.
- (H) Stainless-Steel Frames. Fabricate stainless-steel frames of construction indicated, with faces of corners mitered and contact edges closed tight.
- (I) Accessories
 - 1. Grout. Comply with ASTM C 476, with a slump of not more than 4 inches as measured according to ASTM C 143.
 - 2. Corrosion-Resistant Coating. Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

9.60 UTC-08A.3 QUALITY CONTROL.

- (A) Source Limitations. Obtain stainless-steel, hollow-metal work from single source from single manufacturer.

9.60 UTC-08A.4 MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION 9.60 UTC-08B
(NOT A BID ITEM)
DOOR HARDWARE**

9.60 UTC-08B.1. INTENT. This section describes Mechanical Door Hardware in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-08B.2 MATERIALS.

(A) SCHEDULED DOOR HARDWARE

1. Provide door hardware for each door as described.
2. Door hardware sets: provide quantity, item, size, finish or color indicated, and products complying with BHMA designations referenced.
3. Designations. Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated herein.
 - a. Named manufacturers' products: Manufacturer and product designation are listed for each door hardware type required herein for the purpose of establishing minimum requirements.
 - b. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

(B) CONTINUOUS HINGES

1. Continuous Hinges. BHMA A156.26; minimum 0.120-inch thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.
2. Continuous, Gear-Type Hinges: Extruded-aluminum, pinless, geared hinge leaves joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings.
3. Manufacturers: Subject to compliance with requirements, provide continuous hinges from one of the following manufacturers:
 - a. Bommer Industries, Inc.
 - b. Cal-Royal Products, Inc.
 - c. Hager Companies.
 - d. Ives Hardware; An Ingersoll-Rand Company.
 - e. Mckinney Products Company; An Assa Abloy Group Company.
 - f. Select Products Limited.
 - g. Stanley Commercial Hardware; Div. Of The Stanley Works.
 - h. Zero International
 - i. or approved equivalent.

(C) MECHANICAL LOCKS AND LATCHES

1. Lock Functions. Storeroom dead bolt.
2. Lock Throw. Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 - a. Deadbolts. Minimum 1-inch bolt throw.
 - b. Lock backset. 2-3/4 inches, unless otherwise indicated.
 - c. Strikes. Provide manufacturer's standard strike for each lock bolt or latch bolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
3. Flat-Lip Strikes. For locks with three-piece antifriction latch bolts, as recommended by manufacturer.
4. Extra-Long-Lip Strikes. For locks used on frames with applied wood casing trim.
5. Aluminum-Frame Strike Box. Manufacturer's special strike box fabricated for aluminum framing.
6. Rabbet Front and Strike. Provide on locksets for rabbeted meeting stiles.
7. Mortise Locks: BHMA A156.13; Grade 1; Stamped Steel Case With Steel Or Brass Parts; Series 1000.
8. Manufacturers. Subject to compliance with requirements, provide mechanical locks and latches from one of these manufacturers:
 - a. Accurate Lock & Hardware Co.
 - b. Adams Rite Manufacturing Co.; An Assa Abloy Group Company.
 - c. Arrow USA; An Assa Abloy Group Company.
 - d. Best Access Systems; Div. Of Stanley Security Solutions, Inc.
 - e. Cal-Royal Products, Inc.
 - f. Corbin Russwin Architectural Hardware; An Assa Abloy Group Company.
 - g. Sargent Manufacturing Company; An Assa Abloy Group Company.
 - h. Schlage Commercial Lock Division; An Ingersoll-Rand Company.
 - i. or approved equivalent.
9. Standard Lock Cylinders: BHMA A156.5; Grade 1; permanent cores that are removable; face finished to match lockset.
10. Construction Master Keys. Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
11. Construction Cores. Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

(D) Operating Trim. BHMA A156.6; stainless steel, unless otherwise indicated.

(E) SURFACE CLOSERS

1. BHMA A 156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
2. Manufacturers: subject to compliance with requirements, provide surface closers from one of the following manufacturers:
 - a. Arrow Usa; An Assa Abloy Group Company.
 - b. Corbin Russwin Architectural Hardware; An Assa Abloy Group Company.
 - c. Dorma Architectural Hardware; Member Of The Dorma Group North America.
 - d. Dor-O-Matic; An Ingersoll-Rand Company.
 - e. F. Len Closers; An Ingersoll-Rand Company.
 - f. Norton Door Controls; An Assa Abloy Group Company.
 - g. Rixson Specialty Door Controls; An Assa Abloy Group Company.
 - h. or approved equivalent.

(F) DOOR GASKETING

1. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
2. Manufacturers: subject to compliance with requirements, provide door gasketing from one of the following manufacturers:
 - a. Hager Companies.
 - b. National Guard Products.
 - c. Pemko Manufacturing Co.; An Assa Abloy Group Company.
 - d. Zero International.
 - e. or approved equivalent.

(G) THRESHOLDS. BHMA A156.21; custom fabricated to full width of opening indicated.

9.60 UTC-08B.3 WARRANTY.

(A) WARRANTY

1. Special Warranty. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
2. Failures include, but are not limited to, the following:
 - a. Structural Failures Including Excessive Deflection, Cracking, or Breakage.
 - b. Faulty Operation Of Doors And Door Hardware.
 - c. Deterioration Of Metals, Metal Finishes, And Other Materials Beyond Normal Weathering And Use.
3. Warranty Period. Three years from date of substantial completion, unless otherwise indicated.

9.60 UTC-08B.4 MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

SECTION 9.60 UTC-08C
(NOT A BID ITEM)
GLAZING

9.60 UTC-08C.1. INTENT. This section describes Glazing for bent glass laminated panels for incorporation into doors & wall panels and laminated glass, custom shaped panels for canopy in accordance with the Contract Drawings, specifications and as described herein.

9.60 UTC-08C.2 MATERIALS.

(A) GLASS PRODUCTS

1. Thickness: Minimum Glass Thickness: Not Less Than 1/4-inch.
2. Bent glass panels for incorporation into doors & wall panels. Laminated glass units consisting of 2 layers of 1/4" low ion glass - tempered glass with - opaque Polyvinyl butyral (PVB) interlayer color to be selected.
3. Canopy. Flat glass, 2 layers 1/4" low ion dual tempered glass with - opaque laminating PVB interlayer, color to be selected - all edges to be captured / sealed.

(B) GLAZING GASKETS

1. Dense Compression Gaskets. Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
 - a. Neoprene Complying With ASTM C 864.
 - b. Ethylene Propylene Diene Monomer (EPDM) Complying With ASTM C 864.
 - c. Silicone Complying With ASTM C 1115.
 - d. Thermoplastic Polyolefin Rubber Complying With ASTM C 1115.
2. Soft compression gaskets: extruded or molded, closed-cell, integral-skinned neoprene EPDM silicone or thermoplastic polyolefin rubber gaskets complying with ASTM c 509, Type II, black; of profile and hardness required to maintain watertight seal.
 - a. Application. Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.
3. Lock-strip Gaskets. Neoprene extrusions in size and shape required, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

(C) GLAZING SEALANTS

1. Compatibility. Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability. Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Voc content. For sealants used inside of the weatherproofing system, not more than 250 g/L when calculated according to 40 CFR 59, Subpart D.
4. Colors of exposed glazing sealants. As selected by the Engineer from manufacturer's full range.

(D) GLAZING TAPES

1. Back-bedding mastic glazing tapes. Preformed, butyl-based, 100 percent solids elastomeric tape; non-staining and non-migrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - a. AAMA 804.3 Tape, where indicated.
 - b. AAMA 806.3 Tape, for glazing applications in which tape is subject to continuous pressure.
 - c. AAMA 807.3 Tape, for glazing applications in which tape is not subject to continuous pressure.
2. Expanded cellular glazing tapes. Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
 - a. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
 - b. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

(E) MISCELLANEOUS GLAZING MATERIALS. Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

1. Cleaners, primers, and sealers. Types recommended by sealant or gasket manufacturer.
2. Setting blocks. Elastomeric material with a shore, type a durometer hardness of 85, plus or minus 5.

3. Spacers. Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
4. Edge blocks. Elastomeric material of hardness needed to limit glass lateral movement (side walking).

9.60 UTC-08C.3 PERFORMANCE REQUIREMENTS

- (A) General. Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- (B) Design. Design glass, including comprehensive engineering analysis according to ASTM E 1300 and NYC Building Code Requirements, BC 1605 by a qualified Professional Engineer licensed in the State of New York, using the following design criteria:
 1. Design wind pressures. As indicated.
 2. Design snow loads. As indicated.
- (C) Thermal Movements. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

9.60 UTC-08C.4 PRECONSTRUCTION TESTING

- (A) Preconstruction adhesion and compatibility testing: test each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
- (B) Testing will not be required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
- (C) Use ASTM C 1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.

9.60 UTC-08C.5 REFERENCES.

- (A) COMPLY WITH ALL APPLICABLE STANDARDS AS FOLLOWS:
 1. ANSI Z97.1 - Safety Glazing Code
 2. CPSC 16CFR 1201 - Safety Glazing Code

3. ASTM C 1036 - Specification For Flat Glass
4. ASTM C 1464 - Specification For Bent Glass
5. ASTM C 1172 - Specification For Laminated Glass

9.60 UTC-08C.6 MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the unit bid price for Item No. 9.60 UTC, "Utility Storage Column".

**SECTION E 260500
(NOT A BID ITEM)
COMMON WORK RESULTS FOR ELECTRICAL**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Grout.
 - 3. Common electrical installation requirements.

1.2 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 2. To allow right of way for piping and conduit installed at required slope.
 - 3. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PRODUCTS

1.3 GROUT

- A. 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.

EXECUTION

1.4 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

- C. 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.
- D. Right of Way: Give to piping systems installed at a required slope.

MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the cost of other electrical work associated with this project.

SECTION E 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in the 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.

PRODUCTS

1.4 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
 - 6. AFC Cable Systems, Inc.
 - 7. Or an approved equivalent.
- B. Copper Conductors: Comply with NEMA WC 70.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types XHHW.

1.5 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:

1. AFC Cable Systems, Inc.
 2. Hubbell Power Systems, Inc.
 3. O-Z/Gedney; EGS Electrical Group LLC.
 4. 3M; Electrical Products Division.
 5. Tyco Electronics Corp.
 6. Or an approved equivalent.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

EXECUTION

1.6 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: All feeders shall be copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

1.7 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW, single conductors in raceway.
- B. Feeders: Type XHHW, single conductors in raceway.
- C. Branch Circuits: Type XHHW, single conductors in raceway.

1.8 INSTALLATION OF CONDUCTORS AND CABLES

- A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- C. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

1.9 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

1.10 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and branch conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - b. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- C. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace malfunctioning units and retest as specified above.

MEASUREMENT AND PAYMENT

1.11 MEASUREMENT

- A. The quantity of Conductors and Cables to be paid for under Items E 260519 A, E 260519 B, E 260519 C, E 260519 D, E 260519 E and E 260519 F shall be the actual number of linear feet of each size conductors and cables actually installed to complete the work, to the satisfaction of the Engineer. When multiple lengths of conductors are used as a cable, each length of conductor shall be measured separately.

1.12 PRICES TO COVER

- A. The unit price bid per linear foot of each size Conductor or Cable shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing conductor and cable, and all

associated connectors and splices, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 260519 A	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 3/0 AWG WIRE)	L.F.
E 260519 B	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 2 AWG WIRE)	L.F.
E 260519 C	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 4 AWG WIRE)	L.F.
E 260519 D	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	L.F.
E 260519 E	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 8 AWG WIRE)	L.F.
E 260519 F	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 12 AWG WIRE)	L.F.
E 260519 G	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 10 AWG WIRE)	L.F.

**SECTION E 260526
(NOT A BID ITEM)
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes methods and materials for grounding systems and equipment.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control test reports.

1.3 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association (NETA) is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association to supervise on-site testing specified in Subsection 1.11.
- B. 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.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PRODUCTS

1.4 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

1.5 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

1.6 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 5/8 by 96 inches in diameter.

EXECUTION

1.7 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Conductor Terminations and Connections:
 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.

1.8 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating

sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, nonshrink grout.

- C. **Grounding Connections to Manhole Components:** Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields as recommended by manufacturer of splicing and termination kits.

1.9 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. **Metal and Wood Poles Supporting Outdoor Lighting Fixtures:** Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

1.10 INSTALLATION

- A. **Grounding Conductors:** Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. **Ground Rods:** Drive rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
 - 2. For grounding electrode system, install at least two rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. **Bonding Straps and Jumpers:** Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
 - 1. **Bonding to Structure:** Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. **Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports:** Install so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

1.11 FIELD QUALITY CONTROL

- A. **Testing Agency:** Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- B. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
 2. Substations and Pad-Mounted Equipment: 5 ohms.
 3. Manhole Grounds: 10 ohms.
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify the Engineer promptly and include recommendations to reduce ground resistance.

MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the cost of other electrical work associated with this project.

**SECTION E 260529
(NOT A BID ITEM)
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases and electrical enclosure bollards.

1.2 DEFINITIONS

- A. RMC: Rigid metal conduit.

1.3 PERFORMANCE REQUIREMENTS

- A. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Steel pipe for electrical enclosure bollards.
- B. Shop Drawings: Signed and sealed by a qualified Professional Engineer licensed in the State of New York. Show fabrication and installation details and include calculations for the following:
 - 1. Steel slotted channel systems. Include Product Data for components.
 - 2. Equipment supports.
- C. Welding certificates.

1.5 QUALITY CONTROL

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with New York City Electrical Code.

1.6 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements.

PRODUCTS

1.7 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - h. or approved equivalent.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1-2010 and NECA 101-2006.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. **Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:

- 1) Hilti Inc.
- 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
- 3) MKT Fastening, LLC.
- 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
- 5) Or an approved equivalent.

2. **Mechanical-Expansion Anchors:** Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

a. **Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1) Cooper B-Line, Inc.; a division of Cooper Industries.
- 2) Empire Tool and Manufacturing Co., Inc.
- 3) Hilti Inc.
- 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
- 5) MKT Fastening, LLC.
- 6) Or an approved equivalent.

3. **Concrete Inserts:** Steel or malleable-iron, slotted support system units similar to Manufacturers Standardized Society (MSS) Type 18; complying with MFMA-4 or MSS SP-58.

4. **Clamps for Attachment to Steel Structural Elements:** MSS SP-58, type suitable for attached structural element.

5. **Through Bolts:** Structural type, hex head, and high strength. Comply with ASTM A 325.

6. **Toggle Bolts:** All-steel springhead type.

7. **Hanger Rods:** Threaded steel.

1.8 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. **Description:** Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

1.9 STEEL PILE ELECTRICAL ENCLOSURE BOLLARDS

A. **Description:** Steel pipe bollards for electrical box enclosures shall be furnished and painted in accordance with the details shown on the Contract Drawings.

EXECUTION

1.10 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

1.11 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, Electrical Metallic Tubing (EMT), Intermediate Metal Conduit (IMC), and Rigid Metal Conduit (RMC) may be supported by openings through structure members, as permitted in New York City Electrical Code.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
1. To Wood: Fasten with lag screws or through bolts.
 2. To New Concrete: Bolt to concrete inserts.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

1.12 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

- B. Field Welding: Comply with AWS D1.1/D1.1M.

1.13 FOUNDATIONS FOR PEDESTRIAN LIGHTING POLE (14-FEET)

- A. Construct concrete bases in accordance with the Contract Drawings, **Specification Section 20 of the NYC Division of Street Lighting Standard Specifications**, and as directed by the Engineer.
- B. Concrete shall be pigmented to match that of the adjacent plaza pavement.
- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

1.14 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the cost of other electrical work associated with this project.

**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: Liquidtight 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.

PRODUCTS

1.5 METAL CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.

4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 5. Electri-Flex Co.
 6. Manhattan/CDT/Cole-Flex.
 7. Maverick Tube Corporation.
 8. O-Z Gedney; a unit of General Signal.
 9. Wheatland Tube Company.
 10. or approved equivalent.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. LFMC: Flexible steel conduit with PVC jacket.
- D. Joint Compound for Rigid Steel 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.

1.6 METAL WIREWAYS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include the following:
1. Cooper B-Line, Inc.
 2. Hoffman.
 3. Square D; Schneider Electric.
 4. or approved equivalent.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type.
- E. Finish: Manufacturer's standard enamel finish.

1.7 BOXES, ENCLOSURES, AND CABINETS

- A. 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 approved equivalent.

- B. Sheet Metal Outlet and Device Boxes: 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.

1.8 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. Description: Comply with Society of Cable Telecommunications Engineers Specification SCTE 77.
 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.
- B. 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 manufacturers:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.
 - e. Or an approved equivalent.

EXECUTION

1.9 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.

1.10 INSTALLATION

- A. Comply with NECA 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. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
- H. 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.
- I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

- J. 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.
- K. 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
- L. 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.
- M. 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
- N. 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.
- O. Set metal floor boxes level and flush with finished floor surface.

1.11 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 tamp 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.

1.12 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.

1.13 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.

MEASUREMENT AND PAYMENT

1.14 MEASUREMENT

- A. The quantity of Metal Conduit And Tubing to be paid for under Items E 260533 AA, E 260533 AB, E 260533 AC, and E 260533 AD 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 Metal Wireways to be paid for under Item E 260533 B shall be the actual number of linear feet of Metal Wireways, installed to complete the work, to the satisfaction of the Engineer.
- C. The quantity of Boxes, Enclosures, And Cabinets to be paid for under Item E 260533 CA, E 260533 CB and E 260533 CC shall be the actual number of Boxes, Enclosures, and Cabinets, installed to complete the work, to the satisfaction of the Engineer.
- D. The quantity of Handholes And Boxes For Exterior Underground Wiring to be paid for under Item E 260533 D shall be the actual number of Handholes or Boxes for Exterior Underground Wiring, installed to complete the work, to the satisfaction of the Engineer.

1.15 PRICES TO COVER

- A. The unit price bid per linear foot of Metal Conduit And Tubing, under Items E 260533 AA, E 260533 AB, E 260533 AC and E 260533 AD, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing Metal Conduit and Tubing, and all associated connectors and splices, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- B. The unit price bid per linear foot of Metal Wireways, under Item E 260533 B, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing Metal Wireways, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- C. The unit price bid per each Enclosure, under Items E 260533 CA, E 260533 CB and E 260533 CC, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing concrete foundations and footings and Electrical Enclosure Bollards, as per Section E 260529, and furnishing and installing Enclosure, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- D. The unit price bid per each Handholes And Boxes For Exterior Underground Wiring, under Item E 260533 D, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, 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.

Payment will be made under:

Item No.	Item	Pay Unit
E 260533 AA	METAL CONDUIT AND TUBING (3/4" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 AB	METAL CONDUIT AND TUBING (1" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 AC	METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 AD	METAL CONDUIT AND TUBING (4" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 B	METAL WIREWAYS	L.F.
E 260533 CA	FREESTANDING PANELBOARD ENCLOSURE	EACH
E 260533 CB	FREESTANDING COMPANY SWITCH ENCLOSURE	EACH
E 260533 CC	QUAD RECEPTACLE BANK ENCLOSURE	EACH
E 260533 D	HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	EACH

**SECTION E 260553
(NOT A BID ITEM)
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

1.2 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with New York City Electrical Code.
- C. Comply with OSHA 29 CFR 1910.144 and OSHA 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.4 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Contract Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and OSHA 29 CFR 1910.145. Use consistent designations throughout Project.

- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PRODUCTS

1.5 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- G. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

1.6 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

- C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- D. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

1.7 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- F. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

1.8 FLOOR MARKING TAPE

- A. 2-inch wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

1.9 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.
2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE, FIRE ALARM.

C. Material:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: 5 mils.
3. Foil Core Thickness: 0.35 mil.
4. Weight: 28 lb/1000 SF.
5. 3-Inch Tensile According to ASTM D 882: 70 lbf, and 4600 psi.

1.10 WARNING LABELS AND SIGNS

A. Comply with New York City Electrical Code and OSHA 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.

3. Nominal size, 7 by 10 inches.

D. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 10 by 14 inches.

E. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

1.11 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 1. Engraved legend with black letters on white face.
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

1.12 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

1.13 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F, According to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F, According to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black.

1.14 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

EXECUTION

1.15 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.

- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- I. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

1.16 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 50 A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 30-foot maximum intervals.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

- D. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by New York City Electrical Code and OSHA 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with OSHA 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer.

K. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

- a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
- c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
- d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

- a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
- b. Enclosures and electrical cabinets.
- c. Access doors and panels for concealed electrical items.
- d. Enclosed switches.
- e. Enclosed circuit breakers.
- f. Enclosed controllers.
- g. Contactors.

MEASUREMENT AND PAYMENT

No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the cost of other electrical work associated with this project.

**SECTION E 262726
WIRING DEVICES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general conditions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 2. Power pedestals.
 3. Toggle switches.
 4. Spring wound mechanical timers.
 5. Utility light fixtures.
 6. Electric heaters.

1.3 DEFINITIONS

- A. GFCI: Ground-fault circuit interrupter.
- B. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in the New York City Electrical Code, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with the New York City Electrical Code.

PRODUCTS

1.6 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other articles:
1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 3. Leviton Mfg. Company Inc. (Leviton).
 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
 5. or approved equivalent manufacturer.

1.7 GFCI RECEPTACLES

- A. General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include the following:
 - a. Cooper; GF20.
 - b. Pass & Seymour; 2084.
 - c. Hubbell;
 - d. Leviton;
 - e. or approved equivalent.

1.8 POWER PEDESTALS

- A. Outdoor power pedestals housing two duplex GFI receptacles: Comply with UL requirements.
1. Material: 14 ga. polished stainless steel.
 2. Overall Length: 42 inches
 3. Cover: Integral, top hinged cover, self closing and can be locked whether in use or not.
 4. Base: Open base with wire slot openings on each side. To be mounted on grade in unfinished locations.
 5. Provide with ground conductor terminal.
 6. Accessory Opening: 2 gang with removable device mounting plate.
 7. Nema 250, complying with type 3R weather-resistant.

8. Locks for pedestals shall be as recommendation by the pedestal manufacturer. Locks for all pedestals shall be keyed alike. The Contractor shall furnish two keys for each lock.

1.9 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, Single Pole, 120/277 V, 20 A:
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Cooper; AH1221
 - b. Hubbell; HBL1221
 - c. Leviton; 1221-2
 - d. Pass & Seymour; CSB20AC1
 - e. or approved equivalent.

1.10 SPRING WOUND MECHANICAL TIMER SWITCHES

- A. Comply with NEMA WD 1.
- B. Timer switches, single pole, single throw, 120V, 20A, 2 hour range, spiral time scale:
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Intermatic; FF2H.
 - b. Cooper.
 - c. Hubbell.
 - d. Leviton.
 - e. Pass & Seymour.
 - f. or approved equivalent.

1.11 UTILITY LIGHT FIXTURES

- A. Comply with UL 1598.
- B. Utility vapor tight incandescent fixture with die-cast aluminum housing, heavy duty prismatic glass globe with cage guard, 60 watt lamp, listed for wet locations.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Lithonia Lighting; VW1501.
 - b. Hubbell.
 - c. Cooper.
 - d. or approved equivalent.

1.12 ELECTRICAL HEATER

- A. Comply with UL requirements.
- B. Electric Heater suitable for RPZ vault freeze protection, 24 ga galvanized steel enclosure, corrosive resistant grey polyester powder paint coating, integral thermostat with temperature range of 40 deg F to 70 deg F, 120V.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. Berko; WHT500.
 - b. Vulcan.
 - c. Indecco.
 - d. or approved equivalent.

1.13 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material: 0.05-inch - thick, anodized aluminum.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover.

1.14 LOCKABLE COVER BOXES

- A. Vertical mounting type for installation on davit poles, in RPZ vaults, in enclosure and all other locations other than on power pedestals unless otherwise noted.
 - 1. Complete with gasket, mounting hardware, and GFCI receptacle insert.
 - 2. Material: Diecast powder coated aluminum.
 - 3. Lockable whether in use or not.
 - 4. Locks for cover boxes shall be as recommendation by the box manufacturer. Locks for all boxes shall be keyed alike. The Contractor shall furnish one key for each lock.
- B. Weatherproof Lockable Cover Boxes: Meets NEC 406.8(B)(1) for receptacles in wet locations, and NEMA 3R rating.

1.15 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
 - 1. Wiring Devices Connected to Normal Power System: As selected by the Engineer, unless otherwise indicated or required by the New York City Electrical Code or device listing.

EXECUTION

1.16 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of the New York City Electrical Code, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.

8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- H. Adjust locations of outlets and service poles as may be required.
- I. Power Pedestals: Distance between grade and the bottom of the GFI receptacles shall be 12 inches minimum. Power pedestals shall be installed on a concrete base as per the Contract Drawings. Concrete shall comply with the requirements of the NYCDOT Standard Highway Specifications, **Section 3.05**, Class B-32, Type IIA, and the cost shall be deemed included under Item E 262726 B – Power Pedestal.
- J. Lockable Cover Boxes: To be installed in davit poles as per the manufactures recommendations.

1.17 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
1. Test Instruments: Use instruments that comply with UL 1436.
 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.
- B. Tests for Convenience Receptacles:
1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

MEASUREMENT AND PAYMENT

1.18 MEASUREMENT

- A. The quantity of Gfci Receptacles to be paid for under Item E 262726 A shall be the actual number of GFCI receptacles, installed to complete the work, to the satisfaction of the Engineer.
- B. The quantity of Power Pedestals to be paid for under Item E 262726 B shall be the actual number of power pedestals installed to complete the work, to the satisfaction of the Engineer.
- C. The quantity of Toggle Switches to be paid for under Item E 262726 C shall be the actual number of Toggle Switches, installed to complete the work, to the satisfaction of the Engineer.
- D. The quantity of Spring Wound Mechanical Timers to be paid for under Item 262726 D shall be the actual number of Spring Wound Mechanical Timers, installed to complete the work, to the satisfaction of the Engineer.
- E. The quantity of Utility Light Fixtures to be paid for under Item E 262726 E shall be the actual number of Utility Light Fixtures, installed to complete the work, to the satisfaction of the Engineer.
- F. The quantity of ELECTRIC HEATERS to be paid for under Item E 262726 F shall be the actual number of Electric Heaters, installed to complete the work, to the satisfaction of the Engineer.

1.19 PRICES TO COVER

- A. The unit price bid per Gfci Receptacle, under Item E 262726 A, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the GFCI receptacle, associated hardware, back boxes, cover plates, cover boxes, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- B. The unit price bid per Power Pedestal, under Item E 262726 B, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the power pedestal, associated hardware, concrete foundation, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- C. The unit price bid per Toggle Switch, under Item E 262726 C, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the toggle switch, associated hardware, back boxes, cover plates, cover boxes, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

- D. The unit price bid per Spring Wound Mechanical Timer Switch, under Item E 262726 D, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the Spring Wound Mechanical Timer Switch, associated hardware, back boxes, cover plates, cover boxes, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- E. The unit price bid per Utility Light Fixture, under Item E 262726 E, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the Utility Light Fixture, associated hardware, back boxes, lamps, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- F. The unit price bid per Electric Heater, under Item E 262726 F, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the Electric Heater, associated hardware, junction boxes, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 262726 A	GFCI RECEPTACLE (DUPLEX)	EACH
E 262726 B	POWER PEDESTAL	EACH
E 262726 C	TOGGLE SWITCH	EACH
E 262726 D	SPRING WOUND MECHANICAL TIMER SWITCH	EACH
E 262726 E	UTILITY LIGHT FIXTURE	EACH
E 262726 F	ELECTRIC HEATER	EACH

END OF ADDENDUM NO.4
This Addendum Consists of Seventy-Five (75) Pages

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

December 12, 2012

ADDENDUM NO. 5

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF MANHATTAN
CITY OF NEW YORK

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS**

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and hereby made part of said Contract Documents to the same extent as if it was originally included herein.

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ITEM 8.01 W1	<u>REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER</u>	A5-20
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- Attachments**
1. New York City Department of Environmental Protection Limitations for Effluent to Storm-Sanitary or Combined Sewers Parameters
 2. Applicable Regulations
 3. Definitions

ITEM 8.01 C1 HANDLING, TRANSPORTING AND 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

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 Administration, Engineering Support Services (ESS) 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 Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, 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 State 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 Administration, ESS.

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 Administration, ESS 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 Administration, ESS 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 Administration, ESS, 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 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, plant, equipment, 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) to the Program Administration, Engineering Support Services (ESS) for review and approval. The plan shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The plan shall also include training and experience of the personnel who will collect the samples.
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 100 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 rush four (4) calendar days turn around time and analytical results must be submitted to Program Administration, ESS within five (5) calendar days after sample collection.
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, plant, equipment, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C2	Sampling and Testing of Contaminated/ 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 Administration, Engineering Support Services (ESS).

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 Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, 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 H1.3 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 Administration, ESS 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 Administration, ESS.**
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 H1.3.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, plant, equipment, 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 Administration, Engineering Support Services (ESS).

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 Administration, ESS 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, within forty-five (45) calendar days after the contract award, a written HASP as specified herein, to Program Administration, ESS for review and comment. The Contractor shall make all necessary revisions required by Program Administration, ESS and resubmit the HASP to the Program Administration, ESS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Administration, ESS.
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 Administration, Engineering Support Services (ESS) 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 Administration, ESS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City combined sanitary/storm sewers.

1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:
Title 15-New DEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, DEP.
3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 - Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.
- f. Disposal of Treatment Media
 - (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
 - (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

loading, certificates of recycling or destruction and other applicable documentation.

- (3) **Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
 - a.
 - (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the hauler
 - (4) Any and all necessary permit authorizations for each type of waste transported
 - (5) Previous experience in performing the type of work specified herein
 - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
 - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
 - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
 - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded

upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.

- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, 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, plant, equipment, 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. 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, plant, equipment, 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

**New York City Department of Environmental Protection
Limitations for Discharge To Storm, Sanitary/Combined Sewer**

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTEWATER TREATMENT**

Limitations for effluent to storm, sanitary or combined sewers

Parameter	Daily Limit	Units	Sample Type	Monthly Limit
Oil & Grease	15	mg/l	Instantaneous	
Total Petroleum Hydrocarbons	50	mg/l	Instantaneous	
pH Range (Storm sewer)	6.5-8.5	SU's	Instantaneous	
(Sanitary sewer)	5-11			
Benzene	134	ppb	Instantaneous	57
Ethyl benzene	380	ppb	Instantaneous	142
Toluene	74	ppb	Instantaneous	28
Xylenes Total	74	ppb	Instantaneous	28
Temperature	< 150	°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	
Flash Point	> 140	°F	Instantaneous	
Total Suspended Solids	350	ppm	Instantaneous	
PCB's Total*	1	ppb	Composite	
Perc (Tetrachloroethylene)	20	ppb	Instantaneous	
MTBE (Methyl-Tert-Butyl-Ether)	10	ppb	Instantaneous	10
Naphthalene	47	ppb	Instantaneous	19

* Analysis for PCB's are requested only if both conditions listed below are met:

- 1) If proposed discharge > 10,000 gpd
- 2) If duration of discharge > 10 days

Analysis for PCB's must be conducted by USEPA Method 608 only with MDL = 65ppt

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 DEP 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.

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.

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.

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.

Toxicity Characteristic Leaching Procedure: A laboratory testing method used to determine the concentrations of certain substances in a material that has the ability to leach from the material. These concentrations are used to determine if the material exhibits toxicity levels characteristic of a hazardous waste.

END OF ADDENDUM NO.5
This Addendum Consists of Thirty-Eight (38) Pages

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS
WEST 175TH STREET BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION, CURB & SIDEWALK
RECONSTRUCTION, PAVEMENT MARKINGS, STREET LIGHTING, AND TRAFFIC
SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 6

DATED: May 8, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A6-3 through A6-13)
 - B. Schedule U-1 (Page A6-14)
 - C. Schedules U-2 (one for each Utility Company) (Pages A6-15 through A6-31)
 - D. Section U-3 Page A6-32 (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010, and Sketches Pages (A6-33 through A6-41) in this Addendum)
 - E. Utility drawing (Sheet No.1 of 4 through 4 of 4) attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:
 - A. Section U, ¶4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does

not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A6-13, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; Articles 1.06.14 through 1.06.17 of the General Provisions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009; as applicable, are amended and will be implemented as follows:

1. *Pre-engineering:*

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. *Means and methods for City work:*

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and that he/she will be required to perform the public work in the presence of energized

electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 - Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. *Field inspection prior to construction:*

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 - Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all

necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors).

5. *Interference Agreement:*

1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. *City contract work to continue without Interference Agreement :*

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party on a

daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The contractor will be required to perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit

the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/or Section 24-521 as applicable.

5. Utility delays caused by utility capital work not listed in Schedule U2 and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

6. *Extra utility work with Utility Agreement:*

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.

4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph (6), including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

7. *Means and Methods for utility work:*

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

8. *Disputed utility work covered by a utility agreement:*

The City Work will continue as described in paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily

basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

9. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- (a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- (b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 9.
- (c) The arbitration shall be conducted and concluded in two days.
- (d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.
- (f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost

records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.

- (g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

“STANDARD UTILITY LETTER OF AGREEMENT”

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached “Section U: Additional contract requirements applying to work performed in the presence of privately owned utility.” The company agrees to abide by the terms of this Section U and to submit a schedule listing the scope of work, including the items and estimated quantities, and types of utility facilities to be supported and protected at the company’s own expenses due to interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

HWPLZ009M

RECONSTRUCTION OF
PLAZA DE LAS AMERICAS

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	JOSEPH BEDELL	718-802-3014
EMPIRE CITY SUBWAY	AUBREY MAKHANLALL	718-977-8165
TIME WARNER CABLE	JOHN PIAZZA	718-888-4261

SCHEDULE U-2**CONTRACT NO. HWLPZ009M****ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON CO.
NEW YORK CITY DEPARTMENT OF TRANSPORTATION
VARIUS LOCATIONS IN MANHATTAN**

CET ITEM NUMBER	DESCRIPTION	Estimated Quantity	Unit of Measure
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (≤ 0.75 SF)	2	EA
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (> 0.75 SF - ≤ 2.0 SF)	1	EA
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (> 2.0 SF - ≤ 6.0 SF)	2	EA
CET 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (≤ 0.75 SF)	5	EA
CET 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (> 0.75 SF - ≤ 2.0 SF)	4	EA
CET 108.3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (> 2.0 SF - ≤ 6.0 SF)	1	EA
CET 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (≤ 0.75 SF)	5	EA
CET 109.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (> 0.75 SF - ≤ 2.0 SF)	3	EA
CET 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	65	LF
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	2	EA
CET 300	SPECIAL CARE EXCAVATION AND BACKFILLING	67	CY
CET 304A	SPECIAL CARE EXCAVATION AND BACKFILLING	25	CY
CET 305	FURNISH, DELIVER, AND INSTALL ASPHALT PAVING MIXTURES	5	TONS
CET400	TEST PITS FOR UTILITY FACILITIES	50	CY
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	84	CY
CET 402	HORIZONTAL AND VERTICAL ADJUSTMENT OF UTILITY FACILITIES	70	LF
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	25	SF
CET 450.1	CONSTRUCTION FIELD SUPPORT	10	CRHRS

7/2/2012

SCHEDULE U-2

CONTRACT NO. HWLPZ009M

**ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON CO.
NEW YORK CITY DEPARTMENT OF TRANSPORTATION
VARIUS LOCATIONS IN MANHATTAN**

CET ITEM NUMBER	DESCRIPTION	Estimated Quantity	Unit of Measure
CET 450.2	CONSTRUCTION FIELD SUPPORT	10	CRHRS
CET 450.3	CONSTRUCTION FIELD SUPPORT	20	CRHRS
CET 601.1	INSTALL CONDUIT IN PAVED AREA	60	LF
CET 601.2	INSTALL CONDUIT IN PAVED AREA	65	LF
CET 601.3	INSTALL CONDUIT IN PAVED AREA	535	LF
CET 636 E	ADJUSTMENT OF UTILITY HARDWARE	5	EA
CET 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	6	CY
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	5	CY
CET 700	MODIFICATION OF WORK METHODS TO ACCOMMODATE AND/OR PROTECT U.G. FACILITIES WITH LIMITED COVER	3	CY
CET 710	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC PIPES	50	LF
CET 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	3	EA
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	1,980	SF
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	312	LF
CET 1012V	12" VERTICAL OR ROLLED WATERMAIN OFFSET	2	EA
CET 1012H	12" HORIZONTAL OR ROLLED WATERMAIN OFFSET	2	EA

7/2/2012

CONTRACT NO. HWPLZ009M
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE FOR CONSOLIDATED EDISON CO.
NEW YORK CITY DEPARTMENT OF TRANSPORTATION
VARIUS LOCATIONS IN MANHATTAN

<u>CET 100.1</u>	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (<= 0.75 SF)	2.00	EA
	NS W 175TH STREET BETWEEN BROADWAY & WADSWORTH AVENUE	1.00	
	SS W 175TH STREET BETWEEN BROADWAY & WADSWORTH AVENUE	1.00	
<u>CET 100.2</u>	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (> 0.75 SF - <= 2.0 SF)	1.00	EA
	W 175TH STREET & BROADWAY	1.00	
<u>CET 100.3</u>	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (> 2.0 SF - <= 6.0 SF)	2.00	EA
	30' NNC W 175TH STREET ES BROADWAY	1.00	
	30' NNC W 175TH STREET ES BROADWAY	1.00	
<u>CET 108.1</u>	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (<= 0.75 SF)	5.00	EA
	NWC W 175TH STREET & BROADWAY	1.00	
	SWC W 175TH STREET & BROADWAY	1.00	
	ES BROADWAY @ W 175TH STREET	1.00	
	112' EEC WADSWORTH AVENUE NS W 175TH STREET	1.00	
	180' EEC WADSWORTH AVENUE NS W 175TH STREET	1.00	
<u>CET 108.2</u>	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (> 0.75 SF - <= 2.0 SF)	4.00	EA
	WS BROADWAY @ W 175TH STREET	1.00	
	ES BROADWAY @ W 175TH STREET	1.00	
	NS W 175TH STREET @ BROADWAY	1.00	
	W 175TH STREET & WADSWORTH AVENUE	1.00	
<u>CET 108.3</u>	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCL. 12" DIAMETER (> 2.0 SF - <= 6.0 SF)	1.00	EA
	NWC W 175TH STREET & BROADWAY	1.00	
<u>CET 109.1</u>	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (<= 0.75 SF)	5.00	EA
	60' NNC W 175TH STREET ES BROADWAY	1.00	
	ES BROADWAY @ W 175TH STREET	1.00	
	60' WWC ST. NICHOLAS AVENUE SS W 175TH STREET	1.00	
	180' EEC WADSWORTH AVENUE SS W 175TH STREET	1.00	
	112' EEC WADSWORTH AVENUE SS W 175TH STREET	1.00	

<u>CET 109.2</u>	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (> 0.75 SF - <= 2.0 SF)	3.00	EA
	ES BROADWAY @ W 175TH STREET	1.00	
	40' EEC WADSWORTH AVENUE SS W 175TH STREET	1.00	
	SEC WADSWORTH AVENUE & W 175TH STREET	1.00	
<u>CET 200</u>	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	65.00	LF
	SWC W 175TH STREET & BROADWAY	35.00	
	W 175TH STREET & BROADWAY	30.00	
<u>CET 225.1B</u>	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	2.00	EA
	50' SSC E 175TH STREET WS WADSWORTH AVENUE	1.00	
	SEC BROADWAY & W 175TH STREET	1.00	
<u>CET 300</u>	SPECIAL CARE EXCAVATION AND BACKFILLING	67.00	CY
	WS BROADWAY @ W 175TH STREET	67.00	
<u>CET 304A</u>	FURNISH, DELIVER, AND INSTALL CONCRETE ROAD BASE	25.00	CY
	WADSWORTH AVENUE BETWEEN W 175TH STREET & W 174TH STREET	25.00	
<u>CET 305</u>	FURNISH, DELIVER, AND INSTALL ASPHALT PAVING MIXTURES	4.50	TONS
	WADSWORTH AVENUE BETWEEN W 175TH STREET & W 174TH STREET	4.50	
<u>CET400</u>	TEST PITS FOR UTILITY FACILITIES	50.00	CY
	VARIOUS LOCATIONS	50.00	
<u>CET 401</u>	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	84.00	CY
	BROADWAY BETWEEN W 175TH STREET & W 174TH STREET	30.00	
	EAST INT. 175TH STREET & WADSWORTH AVENUE	54.00	
<u>CET 402</u>	HORIZONTAL AND VERTICAL ADJUSTMENT OF UTILITY FACILITIES	70.00	LF
	BROADWAY BETWEEN W 175TH STREET & W 174TH STREET	70.00	
<u>CET 403</u>	PLACING STEEL PROTECTION PLATES FOR UTILITIES	25.00	SF
	AS ENCOUNTERED	25.00	
<u>CET 450.1</u>	CONSTRUCTION FIELD SUPPORT	10.00	CRHRS
	VARIOUS LOCATIONS	10.00	
<u>CET 450.2</u>	CONSTRUCTION FIELD SUPPORT	10.00	CRHRS
	VARIOUS LOCATIONS	10.00	

<u>CET 450.3</u>	CONSTRUCTION FIELD SUPPORT	20.00 CRHRS
	VARIOUS LOCATIONS	20.00
<u>CET 601.1</u>	INSTALL CONDUIT IN PAVED AREA	60.00 LF
	AS ENCOUNTERED	60.00
<u>CET 601.2</u>	INSTALL CONDUIT IN PAVED AREA	65.00 LF
	SEC BROADWAY & W 175TH STREET	65.00
<u>CET 601.3</u>	INSTALL CONDUIT IN PAVED AREA	535.00 LF
	WADSWORTH AVENUE BETWEEN W 175TH STREET & W 174TH STREET	190.00
	W 175 STREET BETWEEN WADSWORTH AVE & ST NICHOLAS AVE	345.00
<u>CET 636 E</u>	ADJUSTMENT OF UTILITY HARDWARE	5.00 EA
	W 175TH STREET & BROADWAY	1.00
	AS ENCOUNTERED	4.00
<u>CET 638 N</u>	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	6.00 CY
	ES BROADWAY 50' SSC W 175TH STREET (29141)	1.00
	SWC WADSWORTH AVENUE & W 175TH STREET (47528)	1.00
	WS WADSWORTH AVENUE 125' SSC W 175TH STREET (47527)	1.00
	SEC WADSWORTH AVENUE & W 175TH STREET (47532)	1.00
	SS W 175TH STREET 190' EEC WADSWORTH AVENUE (23653)	1.00
	SS W 175TH STREET 60' WWC ST NICHOLAS AVENUE (23654)	1.00
<u>CET 638 R</u>	BREAK OUT AND REMOVE UTILITY STRUCTURE	4.80 CY
	ES BROADWAY 50' SSC W 175TH STREET (29141)	0.80
	SWC WADSWORTH AVENUE & W 175TH STREET (47528)	0.80
	WS WADSWORTH AVENUE 125' SSC W 175TH STREET (47527)	0.80
	SEC WADSWORTH AVENUE & W 175TH STREET (47532)	0.80
	SS W 175TH STREET 190' EEC WADSWORTH AVENUE (23653)	0.80
	SS W 175TH STREET 60' WWC ST NICHOLAS AVENUE (23654)	0.80
<u>CET 700</u>	MODIFICATION OF WORK METHODS TO ACCOMMODATE AND/OR PROTECT U.G. FACILITIES WITH LIMITED COVER	3.00 CY
	AS ENCOUNTERED	3.00
<u>CET 710</u>	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC PIPES	50.00 LF
	AS ENCOUNTERED	25.00
<u>CET 781</u>	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	3.00 EA
	W 175TH STREET & BROADWAY	1.00

	AS REQUIRED	2.00	
<u>CET 802A</u>	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	1980.00	SF
	W 175TH STREET BETWEEN BROADWAY & WADSWORTH AVENUE	1770.00	
	NEC W 175TH STREET & WADSWORTH AVENUE	120.00	
	SEC W 175TH STREET & WADSWORTH AVENUE	90.00	
<u>CET 802B</u>	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	312.00	LF
	ES BROADWAY @ W 175TH STREET	150.00	
	WS WADSWORTH AVENUE @ W 175TH STREET	150.00	
	NEC W 175TH STREET & WADSWORTH AVENUE	6.00	
	SEC W 175TH STREET & WADSWORTH AVENUE	6.00	
<u>CET 1012V</u>	12" VERTICAL OR ROLLED WATERMAIN OFFSET	2.00	EA
	AT VARIOUS LOCATIONS AS DIRECTED BY THE CON EDISON FIELD REP	2.00	
<u>CET 1012H</u>	12" HORIZONTAL OR ROLLED WATERMAIN OFFSET	2.00	EA
	AT VARIOUS LOCATIONS AS DIRECTED BY THE CON EDISON FIELD REP	2.00	

**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

CET ITEM	UNITS	TOTAL	DESCRIPTION
100.1	EACH	1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .1)
100.2	EACH	1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .2)
100.3	EACH	1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS AND/OR TEST PITS (TYPE .3)
108.1	EACH	3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)
108.2	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)
108.3	EACH	5	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)
108.4	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)
109.1	EACH	2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)
109.2	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)
109.3	EACH	2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)
109.4	EACH	1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)
200	LF	85	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES
225.1B	EACH	1	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES
225.1C	EACH	1	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES
300	CY	10	SPECIAL CARE EXCAVATION AND BACKFILLING
330T1	LF	160	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH

330T2	LF	20	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM. FACILITIES LIE ADJACENT TO TRENCH AND CONTRACTOR MODIFIES TRENCH AND OR SHEETING
400	CY	5	TEST PITS FOR UTILITY FACILITIES
401AT	CY	5	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT
401	CY	30	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES
402T.1A	LF	350	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
402T.V1A	LF	50	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT
636EERD	EA	1	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (34"-41" WIDTH)
636EESW	EA	2	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (34"-41" WIDTH)
700	CY	25	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE /PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER
802A	SF	100	SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW SIDEWALK
802B	LF	35	SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW CURB
1006V	EA	1	6" VERTICAL OR ROLLED WATER MAIN OFFSET
1012V	EA	2	12" VERTICAL OR ROLLED WATER MAIN OFFSET
1020V	EA	2	20" VERTICAL OR ROLLED WATER MAIN OFFSET

**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

CET 100.1

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS
AND/OR TEST PITS (TYPE .1)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
W. 175TH ST BTWN BROADWAY & WADSWORTH AVE.	1
CET 100.1	TOTAL 1

CET 100.2

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS
AND/OR TEST PITS (TYPE .2)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
W. 175TH ST BTWN BROADWAY & WADSWORTH AVE.	1
CET 100.2	TOTAL 1

CET 100.3

**UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTIONS
AND/OR TEST PITS (TYPE .3)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
W. 175TH ST BTWN BROADWAY & WADSWORTH AVE.	1
CET 100.3	TOTAL 1

CET 108.1

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING
12" DIAMETER (TYPE .1)**

@ THE FOLLOWING LOCATIONS	QTY(EA)
SWC OF INT OF W. 175TH ST & BROADWAY	1
W. 175TH ST BTWN BROADWAY & WADSWORTH AVE.	1
NWC OF INT OF W. 175TH ST & WADSWORTH AVE	1
CET 108.1	TOTAL 3

CET 108.2

**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING
12" DIAMETER (TYPE .2)**

**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

@ THE FOLLOWING LOCATIONS		QTY(EA)
W. 175TH ST. BTWN WADSWORTH & ST. NICHOLAS AVES		1
CET 108.2		1
	TOTAL	1

CET 108.3
**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING
 12" DIAMETER (TYPE .3)**

@ THE FOLLOWING LOCATIONS		QTY(EA)
W. 175TH ST. BTWN WADSWORTH & ST. NICHOLAS AVES		1
NEC OF INT OF W. 175TH ST & WADSWORTH AVE		1
NWC OF INT OF W. 175TH ST & WADSWORTH AVE		1
W. 175TH ST BTWN BROADWAY & WADSWORTH AVE.		1
SWC OF INT OF W. 175TH ST & BROADWAY		1
CET 108.3		5
	TOTAL	5

CET 108.4
**UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING
 12" DIAMETER (TYPE .4)**

@ THE FOLLOWING LOCATIONS		QTY(EA)
NEC OF INT OF W. 175TH ST & WADSWORTH AVE		1
CET 108.4		1
	TOTAL	1

CET 109.1
**UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO
 24" DIAMETER (TYPE .1)**

@ THE FOLLOWING LOCATIONS		QTY(EA)
NEC OF INT OF W. 175TH ST & BROADWAY		1
W. 175TH ST. BTWN WADSWORTH & ST. NICHOLAS AVES		1
CET 109.1		2
	TOTAL	2

CET 109.2
**UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO
 24" DIAMETER (TYPE .2)**

**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

@ THE FOLLOWING LOCATIONS		QTY(EA)
SWC OF INT OF W. 175TH ST & BROADWAY		1
CET 109.2	TOTAL	1

CET 109.3

**UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO
24" DIAMETER (TYPE .3)**

@ THE FOLLOWING LOCATIONS		QTY(EA)
NEC OF INT OF W. 175TH ST & WADSWORTH AVE		1
W. 175TH ST. BTWN WADSWORTH & ST. NICHOLAS AVES		1
CET 109.3	TOTAL	2

CET 109.4

**UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO
24" DIAMETER (TYPE .4)**

@ THE FOLLOWING LOCATIONS		QTY(EA)
NEC OF INT OF W. 175TH ST & WADSWORTH AVE		1
CET 109.4	TOTAL	1

CET 200

EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES

@ THE FOLLOWING LOCATIONS		QTY(LF)
SEC OF INT OF W. 175TH ST & BROADWAY, ON BWAY		40
SEC OF WADSWORTH AVE & 175TH ST		45
CET 200	TOTAL	85

CET 225.1B

**INSTALLATION OF CATCH BASINS WITH UTILITY
INTERFERENCES**

@ THE FOLLOWING LOCATIONS		QTY(EA)
SEC OF INT OF W. 175TH ST & BROADWAY, ON BWAY		1
CET 225.1B	TOTAL	1

CET 225.1C

**HWPLZ009M - Reconstruction Plaza De Las Americas
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Schedule U-2: Scope of Work for CET items

REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

@ THE FOLLOWING LOCATIONS		QTY(EA)
SEC OF INT OF W. 175TH ST & BROADWAY, AT APEX		1
CET 225.1C		1
	TOTAL	1

**CET 300
SPECIAL CARE EXCAVATION AND BACKFILLING**

@ THE FOLLOWING LOCATIONS		QTY(CY)
W. 175TH ST. BTWN WADSWORTH & ST. NICHOLAS AVES		10
CET 300		10
	TOTAL	10

**CET 330T1
SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES
DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM.
FACILITIES LIE COMPLETELY IN THE PROPOSED TRENCH**

@ THE FOLLOWING LOCATIONS		QTY(LF)
SWC OF INT OF W. 175TH ST & WADSWORTH AVE		110
SEC OF INT OF W. 175TH ST & BROADWAY		50
CET 330T1		160
	TOTAL	160

**CET 330T2
SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES
DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMM.
FACILITIES LIE ADJACENT TO TRENCH AND CONTRACTOR MODIFIES
TRENCH OR SHEETING**

@ THE FOLLOWING LOCATIONS		QTY(LF)
W. 175TH ST. BTWN WADSWORTH & ST. NICHOLAS AVES		20
CET 330T2		20
	TOTAL	20

**CET 400
TEST PITS FOR UTILITY FACILITIES**

@ THE FOLLOWING LOCATIONS		QTY(CY)
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**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

AS DIRECTED AND ENCOUNTERED BY ECS FIELD REPRESENTATIVE	5
CET 400	TOTAL 5

CET 401AT

**SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF
TELECOMMUNICATION UTILITY FACILITIES CONNECTED TO OR
NEAR THE BASE PAVEMENT**

@ THE FOLLOWING LOCATIONS	QTY(CY)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	5
CET 401AT	TOTAL 5

CET 401

TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

@ THE FOLLOWING LOCATIONS	QTY(CY)
BROADWAY BTWN W. 174TH & W. 175TH STS.	30
CET 401	TOTAL 30

CET 402T.1A

**EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS
PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT**

@ THE FOLLOWING LOCATIONS	QTY(LF)
BROADWAY BTWN W. 174TH & W. 175TH STS.	350
CET 402T.1A	TOTAL 350

CET 402T.V1A

**EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION
CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT**

@ THE FOLLOWING LOCATIONS	QTY(LF)
BROADWAY BTWN W. 174TH & W. 175TH STS.	50
CET 402T.V1A	TOTAL 50

CET 636 EE RD

ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (34"-41" WIDTH)

**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

@ THE FOLLOWING LOCATIONS		QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		1
CET 636 EE RD		1
	TOTAL	1

CET 636 EE SW
ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (34"-41" WIDTH)

@ THE FOLLOWING LOCATIONS		QTY(EA)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		2
CET 636 EE SW		2
	TOTAL	2

CET 700
**SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT
UNDERGROUND FACILITIES WITH LIMITED COVER**

@ THE FOLLOWING LOCATIONS		QTY(CY)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		25
CET 700		25
	TOTAL	25

CET 802A
**SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW
SIDEWALK**

@ THE FOLLOWING LOCATIONS		QTY(SF)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		100
CET 802A		100
	TOTAL	100

CET 802B
**SPECIAL MODIFICATION OF WORK METHODS FOR INSTALLATION OF NEW
CURB**

@ THE FOLLOWING LOCATIONS		QTY(LF)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP		35
CET 802B		35
	TOTAL	35

CET 1006V
6"VERTICAL OR ROLLED WATER MAIN OFFSET

@ THE FOLLOWING LOCATIONS		QTY(EA)
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**HWPLZ009M - Reconstruction Plaza De Las Americas
Borough of Manhattan**

Schedule U-2: Scope of Work for CET items

AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	1
CET 1006V	TOTAL 1

CET 1012V

12" VERTICAL OR ROLLED WATER MAIN OFFSET

@ THE FOLLOWING LOCATIONS

AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	QTY(EA) 2
CET 1012V	TOTAL 2

CET 1020V

20" VERTICAL OR ROLLED WATER MAIN OFFSET

@ THE FOLLOWING LOCATIONS

AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REP	QTY(EA) 2
CET 1020V	TOTAL 2

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE
TIME WARNER CABLE OF NEW YORK CITY
HWPLZ009M
Reconstruction of Plaza De Las Americas
Borough of Manhattan

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER	EA	5
109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER	EA	3
700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UTILITY FACILITIES WITH LIMITED COVER	CY	7
802A	SPECIAL CARE EXCAVATION & RESTORATION FOR SIDEWALK WORK	SF	76
802B	SPECIAL CARE EXCAVATION & RESTORATION FOR CURB WORK	LF	4

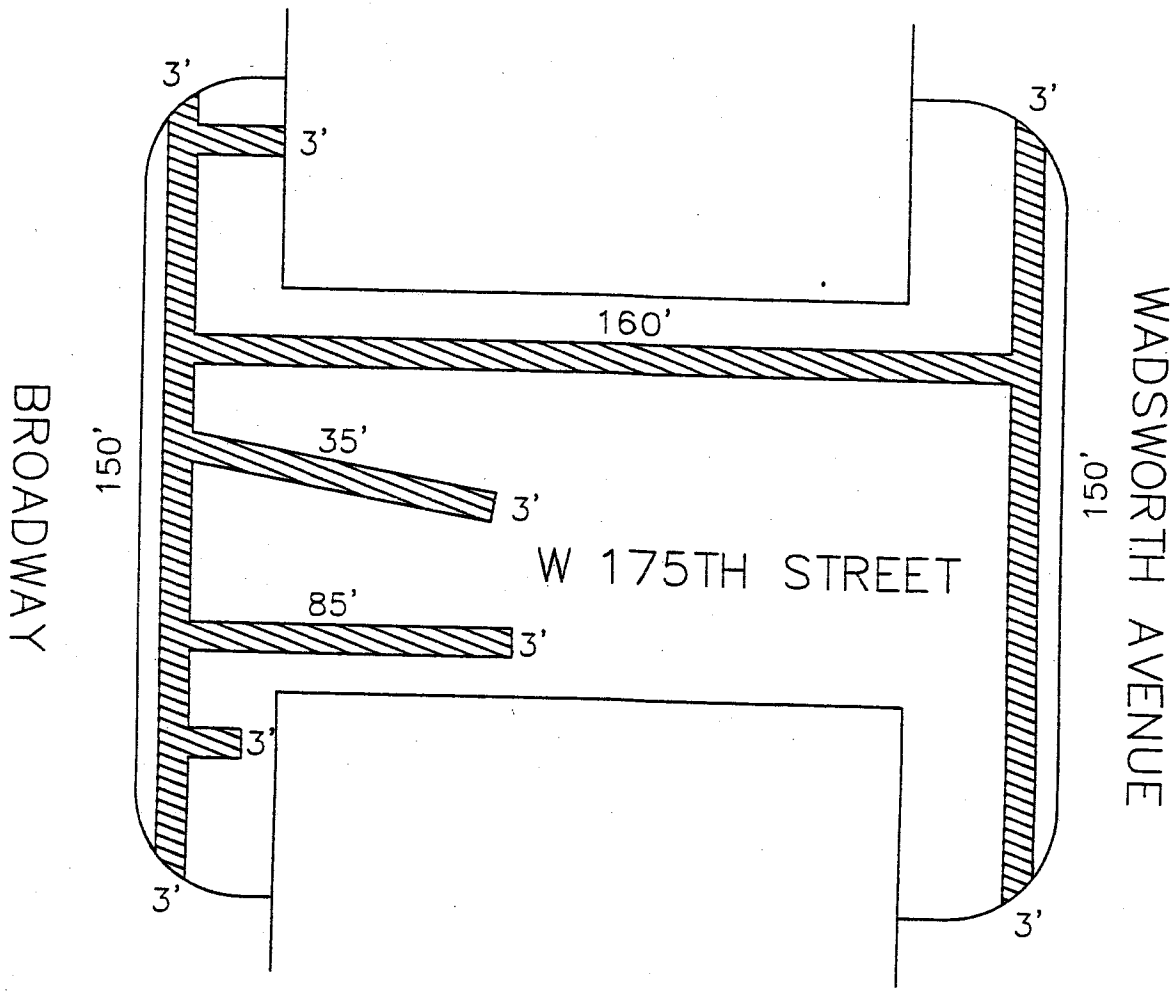
TIME WARNER CABLE
SUPPORT & PROTECTION
HWPLZ009M
 Reconstruction of Plaza De Las Americas
 Borough of Manhattan

CET 108.1 UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER At the following locations: SWC Broadway & West 175th Street E/S Broadway @ West 175th Street NEC Wadsworth Ave. & West 175th Street SEC Wadsworth Ave. & West 175th Street	EA 2 1 1 1
Total quantity for CET 108.1	5
CET 109.1 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER At the following locations: E/S Broadway @ West 175th Street SEC Wadsworth Ave. & West 175th Street	EA 2 1
Total quantity for CET 109.1	3
CET 700 SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER At the following location: E/S Broadway @ West 175th Street	CY 7
Total quantity for CET 700	7
CET 802A SPECIAL CARE EXCAVATION & RESTORATION FOR SIDEWALK WORK At the following location: NEC Broadway & West 175th Street	SF 76
Total quantity for CET 802A	76
CET 802B SPECIAL CARE EXCAVATION & RESTORATION FOR CURB WORK At the following location: NEC Broadway & West 175th Street	LF 4
Total quantity for CET 802B	4

SECTION U-3

(NO TEXT IN THIS SECTION)

SKETCHES



BROADWAY

WADSWORTH AVENUE

W 175TH STREET

1770SF

DRAWING NO. U1

LEGEND

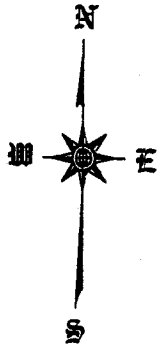


ELECTRIC CONDUITS

A6-34

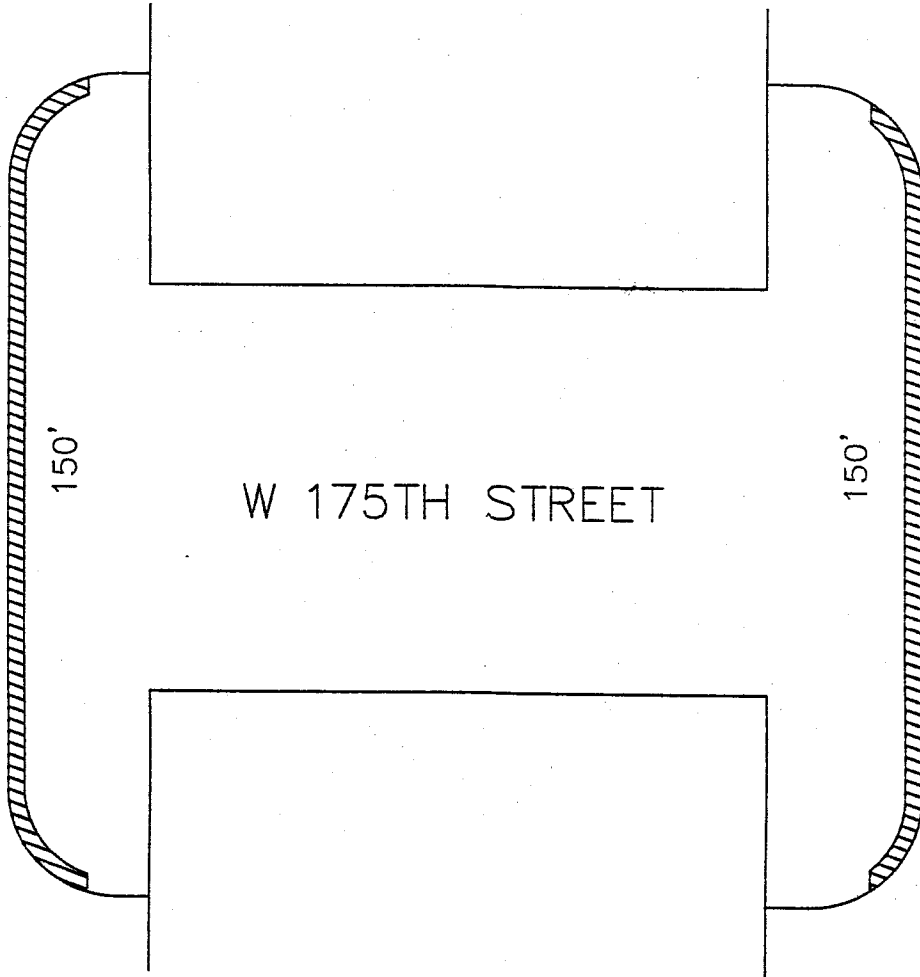
NOT TO SCALE

	CON EDISON
SPECIAL CARE MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS CET B02A	
VARIOUS LOCATIONS BOROUGH OF MANHATTAN	
SHEET 1 OF 6	CONTRACT N04WLP2009M



BROADWAY

WADSWORTH AVENUE



150'

W 175TH STREET

150'

D

C

B

A

300LF

DRAWING NO. U1


LEGEND

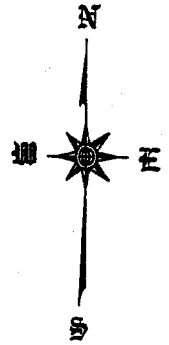


ELECTRIC CONDUITS

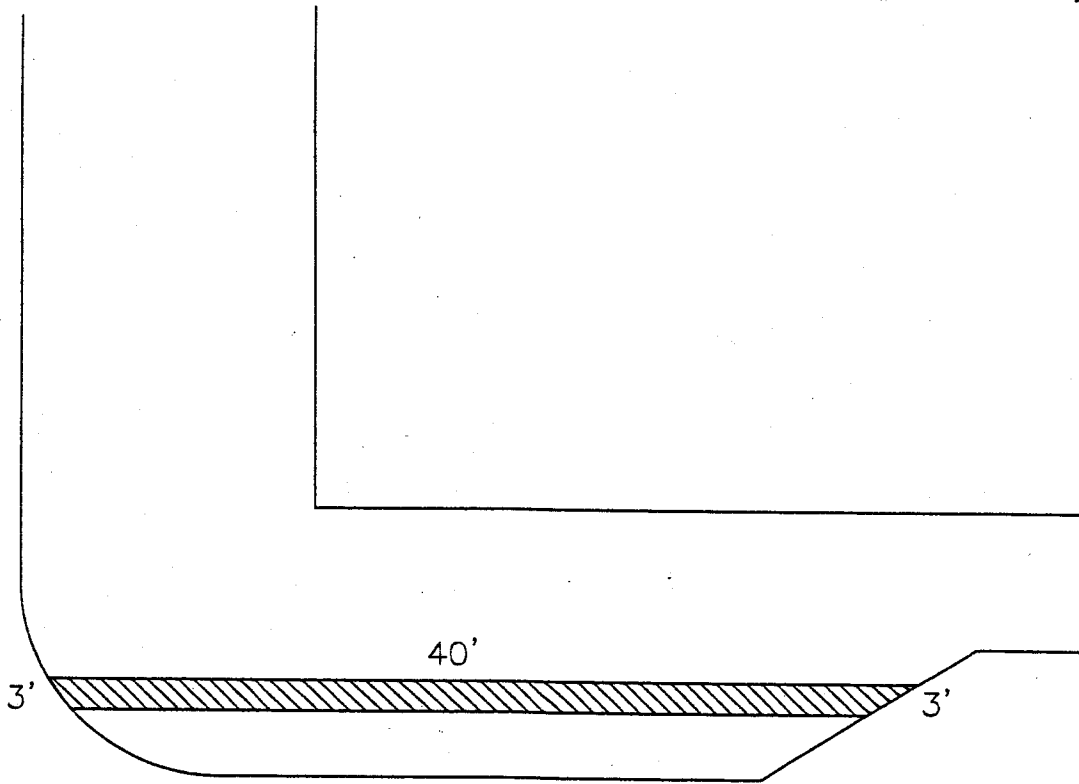
A6-35

NOT TO SCALE

	CON EDISON
SPECIAL CARE MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS CET 802B	
VARIOUS LOCATIONS BOROUGH OF MANHATTAN	
SHEET 2 OF 6	CONTRACT NO. HWLPZ009H



WADSWORTH AVENUE



W 175TH STREET

DRAWING NO. U1

120SF

LEGEND

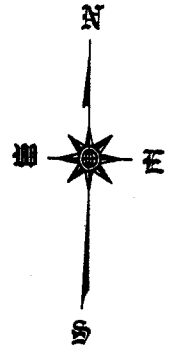


ELECTRIC CONDUITS

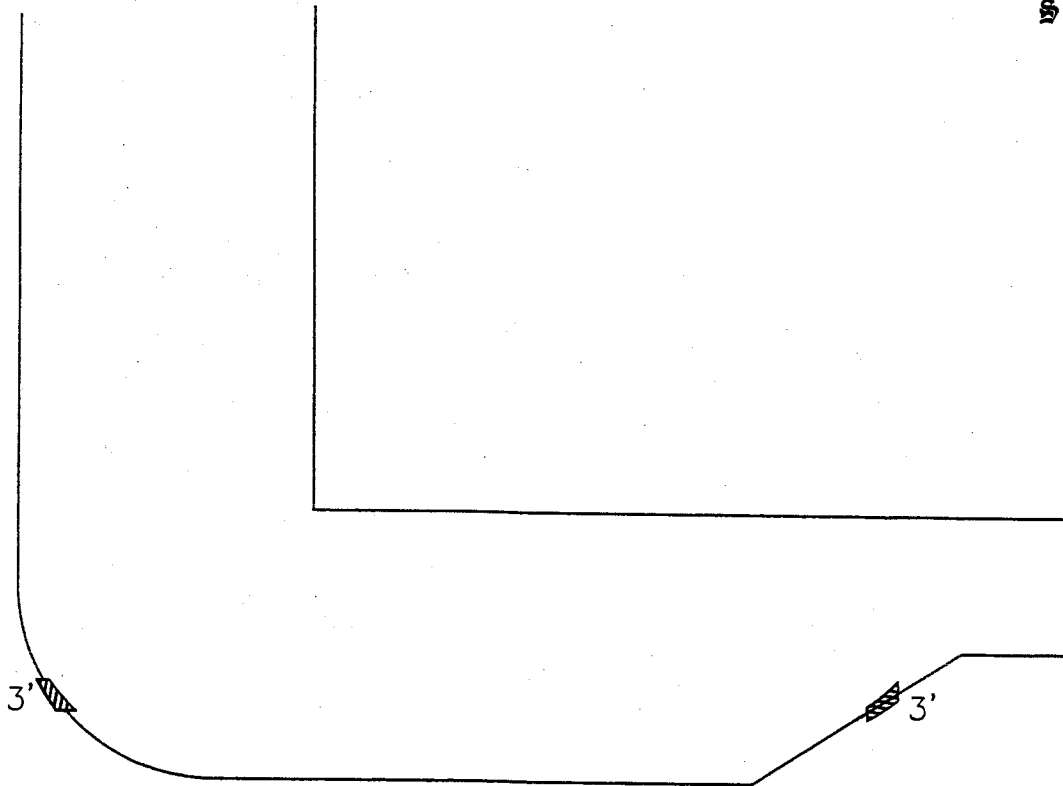
A6-36

	CON EDISON	
	SPECIAL CARE MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS CET 802A	
VARIOUS LOCATIONS BOROUGH OF MANHATTAN		
SHEET	3 OF 6	CONTRACT NO. H/WLP2009M

NOT TO SCALE



WADSWORTH AVENUE



W 175TH STREET

DRAWING NO. U1

6LF

LEGEND



ELECTRIC CONDUITS

A6-37

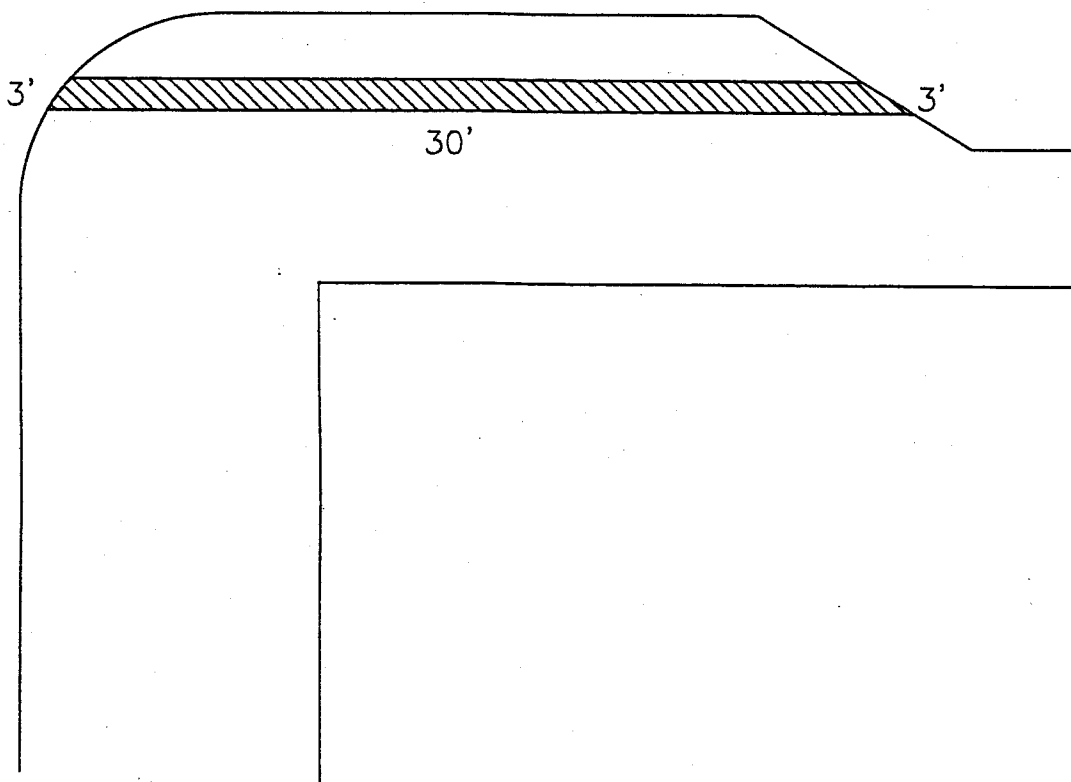
NOT TO SCALE

	CON EDISON
SPECIAL CARE MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS CET 902B	
VARIOUS LOCATIONS BOROUGH OF MANHATTAN	
SHEET 4 OF 6	CONTRACT NO. HWLPZ009H



W 175TH STREET

WADSWORTH AVENUE



D
C
B
A

DRAWING NO. U1

90SF

LEGEND



ELECTRIC CONDUITS

A6-38

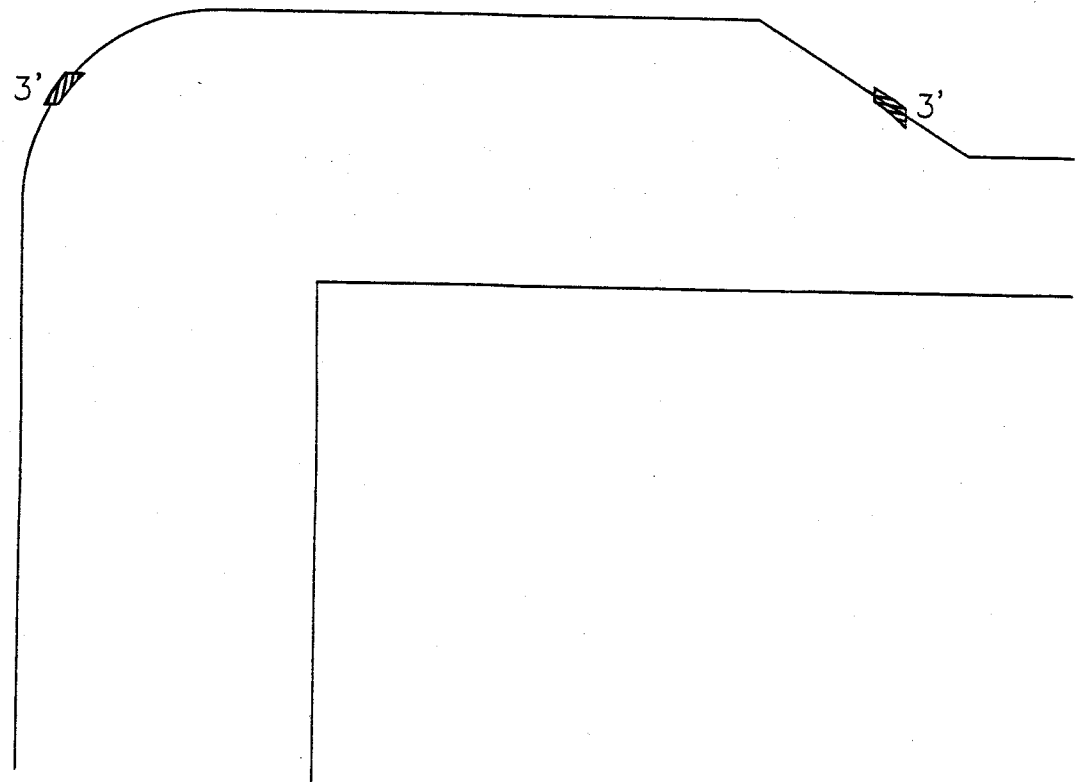
NOT TO SCALE

	CON EDISON
SPECIAL CARE MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS CET 802A	
VARIOUS LOCATIONS BOROUGH OF MANHATTAN	
SHEET 5 OF 6	CONTRACT NO. HWLP2009H



W 175TH STREET

WADSWORTH AVENUE



DRAWING NO. U1

6LF

LEGEND

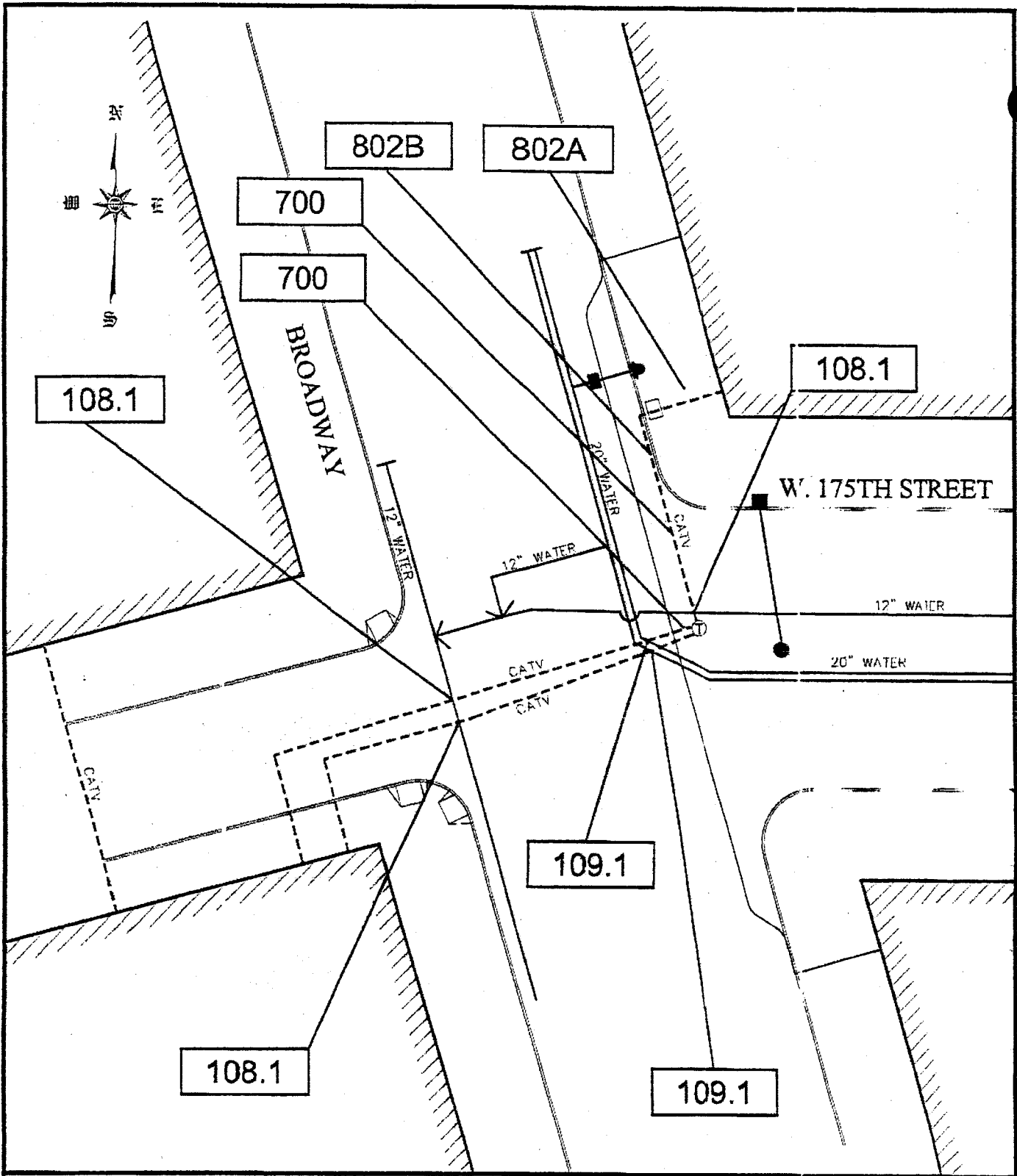


ELECTRIC CONDUITS

A6-39

NOT TO SCALE

	CON EDISON
SPECIAL CARE MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS CET 802B	
VARIOUS LOCATIONS BOROUGH OF MANHATTAN	
SHEET 6 OF 6 (CONTRACT NO. HWLP2009M)	



TIMEWARNER
CABLE OF NEW YORK CITY

HWPLZ009M Reconstruction of Plaza De Las Americas
West 175th St & Broadway

01
02



WADSWORTH AVENUE

W. 175TH STREET

CATV

108.1

12" WATER

109.1

CATV

20" WATER

108.1



TIMEWARNER
CABLE OF NEW YORK CITY

HWPLZ009M Reconstruction of Plaza De Las Americas
West 175th St & Wadsworth Ave.

02

02

A6-41

END OF ADDENDUM No.6

This Addendum consists of Forty-Two (42) Pages
And Four (4) Pages of Contract Drawings

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WOR

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 9

DATED: September 10, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

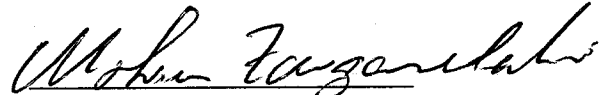
1. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 4, page A4-2, TABLE OF CONTENTS;
Delete SECTION NOS. 9.60 UTC-05A, 9.60 UTC-05B, 9.60 UTC-06A, 9.60 UTC-06B, 9.60 UTC-07A, 9.60 UTC-07B, and 9.60 UTC-07C listed in the TABLE OF CONTENTS, in their entirety.
2. Refer to the Bid and Contract Documents, Volume 3 of 3, Addendum No. 4, pages A4-3 through A4-25;
Delete pages A4-3 through A4-25, containing Sections 9.60 UTC-05A, 9.60 UTC-05B, 9.60 UTC-06A, 9.60 UTC-06B, 9.60 UTC-07A, 9.60 UTC-07B, and 9.60 UTC-07C, in their entirety;
Substitute the revised SECTION 9.60 UTC, as contained on the attached pages A4-3 (REVISED) through A4-9 (REVISED).
3. Refer to the Contract Drawings, Sheet 17 of 52 (USC2/USC5), GENERAL NOTES located on the right side of the drawing;
Change NOTE No. 23 from: "ALL DIMENSIONS ARE APROXIMATE & PROVIDED TO ASSIST CONTRACTOR IN FORMULATING BIDS - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS." to read: "ALL DIMENSIONS ARE APROXIMATE & PROVIDED TO ASSIST CONTRACTOR IN FORMULATING BIDS. MANUFACTURER SHALL PROVIDE DETAILED SHOP DRAWINGS OF UTILITY STORAGE COLUMN, SIGNED AND SEALED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER FOR REVIEW AND APPROVAL."

4. Refer to the Contract Drawings, Sheet 17 of 52 (USC2/USC5), GENERAL NOTES located on the right side of the drawing; Add the following Note No. 25:

"25. DIMENSIONS, DETAILS AND CONSTRUCTION METHODS ARE SHOWN TO CLEARLY INDICATE THE INTENT OF DESIGN. MANUFACTURERS MAY PROVIDE AN ALTERNATE METHOD OF CONSTRUCTION FOR ANY PORTION OF THE DESIGN THAT IS CONSISTENT WITH THE SPECIFICATIONS. MANUFACTURER TO PROVIDE DETAILED SHOP DRAWINGS, CALCULATIONS, AND CATALOG CUT SHEETS FOR REVIEW AND APPROVAL BY ENGINEER."

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages and seven (7) pages of attachment.

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



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

**SECTION 9.60 UTC
UTILITY STORAGE COLUMN**

9.60 UTC.1. INTENT. This section describes the furnishing and installation of a custom fabricated utility storage column. The Column is to be complete including all required materials, construction and finishes to the Design Intent as indicated on Contract Drawings, Specifications and as described herein.

9.60 UTC.2. DESCRIPTION. Under this item, the Contractor shall furnish and install a Utility Storage Column in accordance with the Contract Drawings, the specifications and directions of the Engineer.

9.60 UTC.2. REFERENCES AND RELATED SECTIONS.

(A) ABBREVIATIONS

1. AISI. American Iron and Steel Institute
2. AAMA. American Architectural Manufacturers Association
3. ANSI. American National Standards Institute
4. ASTM. American Society for Testing and Materials
5. ASME. American Society of Mechanical Engineers
6. AWS. American Welding Society
7. AWWA. American Wood Protection Association
8. BHMA. Builders Hardware Manufacturers Association
9. ICC. International Code Council
10. MFMA. Metal Framing Manufacturers Association
11. NAAMM. National Association of Architectural Metal Manufacturers
12. NES. National Evaluation Services
13. NER. National Evaluation Report
14. NLGA. National Lumber Grades Authority
15. SMACNA. Sheet Metal and Air Conditioning Contractors' National Association
16. SWRI. Sealant Waterproofing and Restoration Institute
17. WCLIB. West Coast Lumber Inspection Bureau
18. WWPA. Western Wood Products Association

(B) RELATED SECTIONS

1. Section 9.60 UTC-08A, Stainless-Steel Door Panels And Frames
2. Section 9.60 UTC-08B, Door Hardware
3. Section 9.60 UTC-08C, Glazing

9.60 UTC.3. MATERIALS.

Refer to Contract Drawings and specifications for additional technical requirements. All Steel, regardless of application or function to be stainless steel, Type 304 or Zinc Coated (Galvanized) Steel where approved and/or applicable.

(A) METALS

- | | |
|--|---|
| 1. Steel Structural Tubing: | ASTM A 500, Grade B. |
| 2. Steel Sheet for Cold Formed Framing Members | ASTM A 1003, Grade ST33H
Coating: G60, AZ50, or GF30 |
| 3. Steel Plates, Shapes, And Bars: | ASTM A 36 |
| 4. Steel Pipe: | ASTM A53 (Schedule 40) |
| 5. Anchor bolts: | ASTM F 1554, Grade 36 |
| 6. Mechanical fasteners: | ASTM C 1513 |
| 7. Steel Mechanical Tubing: | ASTM A 513 |

8. Zinc-Coated (Galvanized) Steel:	ASTM A 123, ASTM A 153
9. Galvanizing repair paint:	ASTM A 780
10. Stainless-Steel Sheet:	ASTM A 666, Type 304.
11. Stainless Steel Tubing:	ASTM A 554, Type 304
12. Stainless Steel Castings:	ASTM A 743, Type 304
13. Stainless Steel Bars And Shapes:	ASTM A 276, Type 304
14. Aluminum Sheet.	ASTM B 209

(B) WOODS

15. Plywood: Rating 16/0.	DOC PS 1, Exterior grade, Span
16. Dimension lumber:	Construction or No. 2 Grade lumber
17. Power-Driven Fasteners:	NES NER-272.
18. Wood Screws:	ASME B18.6.1.
19. Lag Bolts:	ASME B18.2.1.
20. Nails, Brads, And Staples:	ASTM F 1667

(C) SEALANTS, COATINGS AND UNDERLAYMENT

21. Self-Adhering Bituminous Underlayment	ASTM D1970
22. Elastomeric Sealant	ASTM C 920, Type S, Grade NS, Class 100/50
23. Cylindrical Sealant Backings:	ASTM C 1330, Type C
24. Butyl Sealant	ASTM C 1311
25. Bituminous Coating	ASTM D 1187
26. Asphalt Roofing Cement	ASTM D 4586

9.60 UTC.4.

PERFORMANCE REQUIREMENTS. All materials shall be high quality, industry standard and capable of meeting the performance requirements stated herein. All materials throughout the structure 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.

(A) STRUCTURAL PERFORMANCE: Utility Storage Column shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to New York City Building Code:

1. Dead Loads: Self Load.
2. Live Loads: 100 psf.
3. Roof Loads: 20 psf.
4. Snow Loads: 25 psf.
5. Wind Loads: 35 psf.
6. Per Building Code requirements BC 1605.

(B) THERMAL MOVEMENTS: Allow for thermal movements from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

(C) DEFLECTION LIMITS:

1. Design framing systems to withstand design loads without horizontal deflections greater than 1/360 of the horizontally projected span
2. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of upward and downward movement of 1/2 inch.

(D) PREFORMED JOINT SEALANTS

1. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cf. and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

9.60 UTC.5. PREFABRICATED STAINLESS STEEL STORAGE COLUMN

- (A) GENERAL: Provide a complete, integrated set of mutually dependent components that form a completely assembled, prefabricated storage column, ready for installation on project site. Column style is indicated on Contract Drawings.
- (B) MANUFACTURERS: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include:
1. B.I.G. Enterprises, Inc., 9702 Rush St., South El Monte, CA 91733
Tel 800.669.1449
 2. Keystone Structures, Inc. 705 Terminal Way, Kennett Square, PA 19348
Tel 800.525.1567
 3. Little Buildings, Inc. 161 Shaffer Dr., Romeo, MI 48065
Tel 888.552.6684
 4. Porta-King Building Systems. 4133 Shoreline Drive, Earth City, Missouri 63045
Tel 800.284.5346
 5. Les Metalliers Champenois, 77 Second Avenue, Paterson, NJ 07514
Tel 973.279.3573
 6. or another approved manufacturer.
- (C) STRUCTURAL FRAMEWORK: Fabricated from galvanized steel structural sections. Connect framework by welding.
- (D) FRAMING ACCESSORIES. Fabricate steel-framing accessories from galvanized steel of same grade and coating weight used for framing members.
- (E) BASE ASSEMBLY: Perimeter frame welded to structural framework of column. Fabricate frame from 2-inch by 4-inch galvanized-steel structural tubing; 0.108-inch nominal-thickness, C-shaped, galvanized-steel sheet channels; or galvanized structural-steel angles.
- (F) FLOOR ASSEMBLY: Provide perimeter curved galvanized steel angle frame, with surface of supporting concrete floor as finished floor.
- (G) WALL PANEL ASSEMBLY: Assembly consisting of face panel fabricated from 0.125-inch nominal-thickness, stainless-steel sheet. Framing to be of stretch formed stainless steel brake formed sections – curved to radius as indicated – all joints to be welded. Provide neoprene gaskets between panels and frames. The finish shall be US32D Satin stainless steel.
- (H) FLAT ROOF/CEILING ASSEMBLY: Consisting of exterior roof panels; sloped to drain as indicated. The exterior roof panel shall be fabricated from exterior quality plywood, with liquid applied roof membrane. Downspouts are integral and extend 3 inches (76 mm) beyond utility storage column walls.
- (I) SWINGING DOOR: 1-3/4 inches (44 mm) thick; tubular-frame design fabricated from Stretched / Curved Stainless Steel; with top half of door glazed. Equip door with

deadlock, three butt hinges, closer, and full weather stripping. Glazing shall be a fixed unit with 1/4-inch thick, full frit tempered glass in special shapes and bent as indicated. Deadlock shall be mortised with lever handle and removable cylinder capable of being master keyed.

- (J) FINISH: Finish exposed metal surfaces, including structural framework, walls, canopy, and ceiling to be satin stainless steel US32D.
- (K) FASTNERS: Provide stainless steel fasteners, Type 304 for fastening of all aluminum, stainless steel, and exterior applications. Provide dielectric separation between all dissimilar metals.

9.60 UTC.6. FABRICATION.

- (A) Fabricate completely in factory.
- (B) Preglaze windows and doors at factory.
- (C) Fabricate with removable lifting eye centered in roof.

9.60 UTC.7. FINISH.

- (A) Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- (B) APPEARANCE OF FINISHED WORK: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

9.60 UTC.8. EXAMINATION.

- (A) Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- (B) Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- (C) Proceed with installation only after unsatisfactory conditions have been corrected.

9.60 UTC.9. INSTALLATION.

- (A) Install fabricated structures according to manufacturer's written instructions.
- (B) Set fabricated structures plumb and aligned. Level baseplates true to plane with full bearing on concrete bases.
- (C) Fasten fabricated structures securely to cast-in anchor bolts.

9.60 UTC.10. ADJUSTING.

- (A) Adjust door and hardware to operate smoothly, easily, properly, and without binding. Confirm that locks engage accurately and securely without forcing or binding.
- (B) After completing installation, inspect exposed finishes and repair damaged finishes.

9.60 UTC.11. QUALITY CONTROL.

- (A) **WELDING QUALIFICATIONS:** Qualify procedures and personnel according to the following:
 - 1. AWS D1.1, "Structural Welding Code - Steel."
 - 2. AWS D1.3, "Structural Welding Code - Sheet Steel."
- (B) **REGULATORY REQUIREMENTS:** Comply with applicable provisions in ICC/ANSI A117.1.
- (C) **SAFETY GLAZING PRODUCTS:** Category II materials complying with testing requirements in 16 CFR 1201.
 - 1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council (SGCC) or another certification agency or manufacturer acceptable to the Engineer.

9.60 UTC.12. COORDINATION. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

9.60 UTC.13. SUBMITTALS. All submittals shall be as per the NYC Department of Transportation's Standard Highway Specifications, Section 1.06.13, Shop and Working Drawings, and in accordance with the following requirements:

- (A) **PRODUCT DATA:** For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- (B) **SHOP DRAWINGS:** Submit Shop Drawings showing elevations, sections, details, and attachments to other work. Shop Drawings to be signed/sealed by a Professional Engineer licensed in the State of New York.
- (C) **SAMPLES FOR INITIAL SELECTION:** For Utility Storage Column with factory-applied color finishes.
- (D) **SAMPLES FOR VERIFICATION:** For exposed finishes, in manufacturer's standard sizes.
- (E) **DESIGN SUBMITTAL:** Design calculations for utility storage column, indicating the design complies with performance requirements and NYC building Code requirements, shall be signed/sealed by a Professional Engineer licensed in the State of New York.

- (F) WELDING CERTIFICATES. The Contractor shall be responsible for obtaining all certifications necessary.
- (G) MAINTENANCE DATA: For Utility Storage Column to include in maintenance manuals.
- (H) WARRANTY: All work, materials and equipment shall be guaranteed for five (5) years, 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 defects in material, replacement of wall panels that fail, equipment and workmanship to the satisfaction of the City.

9.60 UTC.14. MEASUREMENT. The quantity to be measured for payment shall be the number of Utility Storage Columns actually installed at the site to the satisfaction of the Engineer.

9.60 UTC.15. PRICE TO COVER. The price bid shall be a unit price for each Utility Storage Column furnished and installed, and shall include the cost for all labor, material, plant, equipment, insurance, and incidental expenses necessary to complete the work, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Unclassified Excavation, Rock Excavation, Concrete in Structures, Class A-40, and all plumbing items shall be paid for under their respective Contract Items.

Payment will be made under:

Item No.	Item	Pay Unit
9.60 UTC	UTILITY STORAGE COLUMN	EACH

(NO TEXT ON PAGE A4-09 TO PAGE A4-25)

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WOR

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 8

DATED: September 6, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, Volume 1 of 3, ATTACHMENT 1-BID INFORMATION on Page A-1;
Change the dates shown for Submission of Bids To and for Bid Opening from "**SEPTEMBER 10, 2013**" to read "**SEPTEMBER 17, 2013**".
2. Refer to the Bid and Contract Documents, Volume 1 of 3, SCHEDULE B-M/WBE Utilization Plan on Page 13;
Change the date shown for Bid/Proposal Response Date from "**SEPTEMBER 10**" to read "**SEPTEMBER 17, 2013**".
3. Refer to the Contract Drawings, Sheet No. 12 of 52 (LD2/LD5), (2)
RETRACTABLE BOLLARD, ITEM NO. 7.07 RB located in the right top portion of the sheet;
Change the dimension of the BOLLARD:
from: 6"

to read: 6" NOMINAL
Change the dimension of the BOLLARD'S SLEEVE:
from: 6"

to read: AS PER MANUFACTURER'S RECOMMENDATIONS.

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages.

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

X → 
MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

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

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY & ST. NICHOLAS AVENUE

INCLUDING WATER MAIN AND SEWER RECONSTRUCTION,
CURB & SIDEWALK RECONSTRUCTION, PAVEMENT MARKINGS,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 7


DATED: September 4, 2013

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Contract Drawings, Sheet 8 of 52 (RD2/RD2), ROADWAY DETAILS, SECTION D-D, TYPICAL FULL DEPTH RECONSTRUCTION SECTION; Change the label of the ASPHALT CONCRETE WEARING COURSE:
from: 3" ASPHALTIC CONC. WEARING COURSE, TYP. ITEM NO. 4.02 AG
to read: 2" ASPHALT WEARING COURSE, ITEM NO 4.02 AF-R ON ITEM NO. 4.02 CB
2. Refer to the Contract Drawings, Sheet No. 15 of 52 (LD5/LD5), LANDSCAPE DETAILS, (3) ARTWORK FOUNDATION PLACEMENT SECTION A-A; Change the label of the COLD ROLLED STEEL PLATE:
from: 48" X 48" SQUARE COLD ROLLED STEEL PLATE
to read: 48" X 48" SQUARE COLD ROLLED STEEL PLATE, 1/2" THICK

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

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


MOHSEN ZARGAREHLAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWPLZ009M

RECONSTRUCTION OF PLAZA DE LAS AMERICAS

WEST 175TH STREET
BETWEEN BROADWAY AND ST. NICHOLAS AVENUE

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

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN
CITY OF NEW YORK

Contractor.

Dated _____, 20____
