



**Department of
Design and
Construction**

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

DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

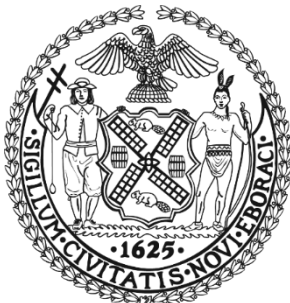
TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
AECOM
DATE PREPARED:
September 10, 2020



VOLUME 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ015M

**PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSCAPING, STORM SEWER,
WATER MAIN, STREET LIGHTING, AND
TRAFFIC SIGNAL WORK**

TOGETHER WITH ALL WORK INCIDENTAL THERETO
**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

June 10, 2021

CERTIFIED MAIL - RETURN RECEIPT REQUEST

MFM CONTRACTING CORP.
335 CENTER AVENUE
MAMARONECK, NY 10543

RE: FMS ID: HWPLZ015M
E-PIN: 85021B0023001
DDC PIN: 8502020HW0030C
PERSHING SQUARE EAST
RECONSTRUCTION PARK AVE. EAST
FROM 41ST ST. TO 42ND ST.-BOROUGH
OF MANHATTAN
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$4,900,335.00 submitted at the bid opening on February 08, 2021. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute two copies of the Agreement. Attached are the Signature Agreement pages which must be completed and returned to the agency. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit two properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the required insurance documents in the amount required by Schedule A. The insurance documentation herewith specified is required for registration of the contract with the Comptroller's Office.



All other insurance documents not provided as per the above, must be submitted on or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

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

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

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

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

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

Sincerely,

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

Lorraine Holley
Deputy ACCO

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NOTICE TO BIDDERS - NEW BID SUBMISSION PROCEDURES DUE TO COVID-19

The bid submission and opening procedures for this contract will follow the procedures set forth below.

THE BIDDER MUST CAREFULLY READ THE DATES AND TIMES ON ATTACHMENT 1, AS THEY NOW DIFFER FROM PREVIOUS DDC PROJECTS.

Bid Submission Procedures

1. The representative delivering the bid must maintain required social distancing measures – keep at least 6 feet away from others, and a mask or face covering must be worn.
2. The representative delivering the bid must comply with the Covid daily health screening required to enter the DDC office building at 3030 Thomson Ave. The time required to complete this screening must be accounted for in order to submit the bid on time.

As such, please allow sufficient time for these procedures when arriving to deliver the bid so that the bid may be submitted on time.

The screening requirements are as follows:

Any guest visiting DDC will be required to follow the same health and safety measures as DDC staff, which includes wearing a mask and completing the daily Health Screening.

Upon your arrival to 3030 Thomson Ave, please complete the health screen at the kiosk located by the left hand side of the security desk upon your entry. You will need to provide your name, email address and answer a few questions. Once you complete the health screening, you will need to receive a Green Readiness Score to enter our offices. Should you receive a Red Readiness Score, you will not be allowed to enter our offices. These steps are in place to ensure all precautionary safety measures are followed while in the office, as the health and safety of staff and visitors is our number one priority.

The health screening will follow the sample screening in the following link:
<https://www1.nyc.gov/assets/doh/downloads/pdf/imm/covid-19-symptom-screening-businesses.pdf>

The person dropping off the bid must be able to answer all four questions in the negative.

If there are issues dropping off the bid, the bidder should email CSB_ProjectInquiries@ddc.nyc.gov for additional instructions.

3. All bids must be delivered by hand within the time shown on Attachment 1. No bids will be accepted by mail or parcel service (USPS, FedEx, UPS, DHL, etc.).

(revised 11/16/20)

4. Bid submissions must be in a single, sealed envelope and clearly labeled on the outside with the following:
 - a. Project ID
 - b. Project Name
 - c. e-PIN no.
 - d. Name of Contractor
 - e. Contact person
 - f. Email address
 - g. Phone number
5. Bid submissions must not contain any staples or paper clips.
6. The ACCO staff will provide a time stamp sticker to be applied to the bid envelope.
7. Please use the link indicated on Attachment 1 to join the virtual bid opening.

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DOT NOTICE TO BIDDERS

DOT PERMIT STIPULATIONS

(a) For BIOSW1

- If a NYC DEP Right of Way Green Infrastructure practice is located in the roadway and/or sidewalk, permittee must contact NYC DEP 48 business hours before construction starts at: giutility@dep.nyc.gov or call 718-595-7599; for further instruction on how to proceed. Also, the Permittee must follow NYC DEPs Green infrastructure protection requirements at: <https://www1.nyc.gov/site/dep/water/green-infrastructure.page>. Permittee is responsible for restoration, replacement, or reconstruction of damaged DEP Green Infrastructure assets impacted by the Permittee as directed by DEP.

(b) For PERMPV

- If NYC DEP Permeable Pavement is located in the roadway and/or sidewalk, permittee must contact NYC DEP 48 business hours before construction starts at: giutility@dep.nyc.gov or call 718-595-7599 for further instruction on how to proceed. Also, the permittee must follow NYC DEP Green infrastructure a protection requirement available at: <https://www1.nyc.gov/site/dep/water/green-infrastructure.page>. Permittee is responsible for restoration, replacement or reconstruction of damaged DEP Green Infrastructure assets impacted by the Permittee as directed by DEP.

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NOTICE TO BIDDERS
FOR SIDEWALK AND PEDESTRIAN RAMPS

Please be advised that NYCDOT Standard Drawing number H-1011 dated 7/1/10, SIDEWALK AND PEDESTRIAN RAMPS is no longer to be used; for detail, please refer to Article AD, page S-9 under SPECIAL PROVISIONS, BOOK 3 OF 3, and “NOTE” on LIST OF STANDARD DRAWINGS.

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NOTICE TO BIDDERS

Pre-Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in BID INFORMATION, page A-5 and SCHEDULE B, page A-37, VOLUME 1 OF 3 of this BID BOOKLET.

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

NYC Contract Financing Loan Fund

Loans at a 3% annual interest rate to perform on New York City contracts

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

Loans of up to \$500,000 at an annual interest rate of 3% are available to eligible* businesses to perform on New York City contracts. Closing fees apply.

*To be eligible for a loan, you must:

- ✓ Have an operating business, AND
- ✓ Be applying for financing as a prime or sub-contractor to use toward a contract with a City agency or City-funded entity.
- ✓ Additional Eligibility requirements may also apply.

How it works:

- Step 1: Fill out the Contract Financing inquiry form at nyc.gov/contractfinancing
- Step 2: If Eligible, a participating lender will contact you within two business days.
- Step 3: Begin the loan application process

For more information: **Call 311** or visit **nyc.gov/contractfinancing**

NYC Bond Collateral Assistance Fund

If your business is bidding or planning to bid on a project as a prime or subcontractor with a City agency or the NYC Economic Development Corporation (NYCEDC) and the project requires surety bonding, you may be eligible* to receive **up to \$500,000 in Collateral Assistance to enhance your surety bond application** from a participating bond service provider coordinated with the NYC Department of Small Business Services (SBS).

*To be eligible, you must:

- ✓ Have an operating construction business, AND
- ✓ Be bidding or planning to bid **as a prime or subcontractor** on a contract with a City agency or NYCEDC that requires bonding
- ✓ Additional Eligibility requirements may apply.

How it works:

Step 1: Fill out the Bond Collateral Assistance Fund inquiry form at nyc.gov/bondfund

Step 2: If Eligible, the bond service provider will contact you within two business days

Step 3: Begin the bond application process

For more information: **Call 311** or visit nyc.gov/bondfund

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

TABLE OF CONTENTS

SPECIAL NOTICE TO BIDDERS	Error! Bookmark not defined.
NOTICE TO BIDDERS.....	i
TABLE OF CONTENTS.....	ix
A. BID BOOKLET.....	A-1
BID INFORMATION	A-1
SPECIAL NOTICE TO BIDDERS	A-3
BID INFORMATION (ATTACHMENT 1).....	A-5
SPECIAL EXPERIENCE REQUIREMENTS.....	A-7
M/WBE PROGRAM: M/WBE UTILIZATION PLAN.....	A-10
PRE-AWARD PROCESS.....	A-18
PASSPort COMPLIANCE	A-20
CONSTRUCTION EMPLOYMENT REPORT	A-20
REQUIRED FORMS	A-21
BID FORM.....	A-23
AFFIRMATION.....	A-28
BID BONDS	A-29
QUALIFICATION FORM	A-33
SCHEDULE B: M/WBE UTILIZATION PLAN.....	A-37
PROJECT REFERENCE FORMS	A-47
SAFETY QUESTIONNAIRE	A-51
IRAN DIVESTMENT ACT COMPLIANCE RIDER	A-55
B. BID SCHEDULE (B-PAGES).....	B-1
BID SCHEDULE.....	B-3
C. DRAWINGS.....	C-1
Contract Drawings.....	C-1
Standard Drawings.....	C-3

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

A. BID BOOKLET

BID INFORMATION

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SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

- (1) Bid Schedule (Page B-3)
- (2) Bid Form, including Affirmation (Page A-23)
- (3) Bid Security (if required, see Bid Information on Page A-5)
- (4) Schedule B: M/WBE Utilization Plan (Page A-37, if participation goals have been established)

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE WILL RESULT IN THE DISQUALIFICATION OF THE BID.

- (5) Bidder's Certification of Compliance with Iran Divestment Act (Page A-55)
- (6) Special Experience Requirements (Page A-7 & A-8, if applicable)
- (7) Apprenticeship Program Requirements (Page **Error! Bookmark not defined.**, if applicable)
- (8) Safety Questionnaire (Page A-51)
- (9) Construction Employment Report (Page A-20 if bid is \$1,000,000 or more)
- (10) Any addenda issued prior to the receipt of bids

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE 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, page numbers as noted above.
- (2) If the bidder has any questions or requires additional information, please contact the Agency Contact Person noted on Attachment 1 (Page A-5 of this Bid Booklet).
- (3) PASSPort Compliance: The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on Page A-20 of this Bid Booklet.
- (4) SPECIAL EXPERIENCE REQUIREMENTS: The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth beginning on Page A-7 of this Bid Booklet.

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BID INFORMATION (ATTACHMENT 1)

PROJECT ID: HWPLZ015M

PIN: 8502020HW0030C

Description and Location of Work:

PERSHING SQUARE EAST RECONSTRUCTION

PARK AVENUE EAST FROM E. 41ST STREET TO E. 42ND STREET

INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

Documents Available at: Online at <https://biddocuments.ddcanywhere.nyc/>

Submission of Bids to: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Between **8:30 and 11:00 am on February 8, 2021**

Bid Opening: Live web video stream:

[BID OPENING SANDRESM1/HWPLZ015M](#)

Meeting ID: 834 9729 7968, Password: 031865

Time and Date: **11:30 A.M. to 12:30** on **February 8, 2021**

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



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

SPECIAL EXPERIENCE REQUIREMENTS

(A) SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:

The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

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

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

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

- Trunk Water Main Work:** The Entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.
- Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The Entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.
For professional services in connection with BMP Work (i.e., monitoring and reporting services), the individual who will perform the required services must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. Additional requirements are set forth below.
 - The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
 - The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.
- Micro-Tunneling/Pipe Jacking Work:** The Entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
- OTHER:** _____

(B) SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:

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

The Special Experience Requirements set forth below apply to the Entity that will perform the specific area of work. **Compliance with such Special Experience Requirements will be determined solely by the City after an award of contract. Within two (2) weeks of award of contract, the contractor will be required to submit the qualifications of the Entity that will perform the specific area of work.** If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

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

- **Hazmat Work:** Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The Entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.
- **Pile, CFA Pile, and/or Mini-Pile Work:** The Entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

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

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

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

- **OTHER: 1. The entity that will be installing the granite as per Section 4.07 D has provide proof of satisfactorily completion of three (3) similar or large exterior granite installations in the New York City region within the past five (5) years.**
2. As requested by Section 8.26R the stone setter must have a minimum of five (5) years of documented experience in building stone masonry wall.

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

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

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

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

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

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

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: The M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet starting on page A-37. 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 starting on page A-39.

The bidder’s submission of Schedule B must include both the Vendor Certification and Required Affirmations (see Section V of Part II). If the bidder does not provide a complete Schedule B submission at the time of bid, the Agency will deem the bid 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’s requirements are 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 MWBEModification@ddc.nyc.gov. 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 PASSPort as caution data.

PRE-AWARD PROCESS

The bidder is advised that as part of the pre-award review of its bid, the Agency will require the three lowest apparent responsive and responsible bidders to submit the information described in Sections (A) through (D) below. These bidders will be notified by DDC (by email, facsimile, or in writing), and the Agency's notice will specify the types of information that the bidder must submit to the Agency. The types of information the bidder may be required to submit are described below. Once notified, the bidder must submit such information to the Agency within five (5) business days following receipt of notification from DDC that it is among the low bidders. In the event the bidder fails to submit the required information within the specified time frame, the Agency may reject the bid as being non-responsive.

In the event the bidder fails to submit the required information within the specified time frame, the Agency may reject the bid as being nonresponsive.

- (A) **Project Reference Form:** The bidder must complete and submit the Project Reference Form set forth starting on page A-47 of this Bid Booklet. The Project Reference Form consists of three (3) parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** 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:** 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 (3) 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, the bidder 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 (3) 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:** 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) The bidder's expected means of financing the project. This submission should be based on the assumption that the contractor is required to finance two times (2X) the average monthly billings for the project throughout the contract period.
 - (8) Any other issues the bidder sees as impacting the contractor's 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.

PASSPort COMPLIANCE

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

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

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

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

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

CONSTRUCTION EMPLOYMENT REPORT

All bidders will be required to submit either a Construction Employment Report (CER) if the bid amount is \$1,000,000 or greater.

The CER template form is available online at:

https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Constru_Employ_Rpt.pdf

Instructions for completing the Construction Employment Report are available online at:

https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Cons_Employ_Rpt_Inst.pdf

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

REQUIRED FORMS

(NO TEXT ON THIS PAGE)

#1

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: HWPLZ015M

PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET

INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

*Bid
Bond
OK*

Name of Bidder: MFM CONTRACTING CORP.

Date of Bid Opening: 02/08/2021

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

Place of Business of Bidder: 335 CENTER AVE. MAMARONECK, NY 10543

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

Bidder's E-Mail Address: MVP@PETROMFM.COM

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of NEW YORK

Name and Home Address of President: MICHAEL V. PETRILLO
10 ORCHARD DRIVE PURCHASE, NY 10577

Name and Home Address of Secretary: FELIX J. PETRILLO
68 MUCKMORE ROAD HARRISON, NY 10523

Name and Home Address of Treasurer: Same as Secretary

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 the bidder, the bidder and the bidder's 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" 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 the bidder's 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 the bidder 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 the bidder 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.

BID FORM

PROJECT ID. HWPLZ015M

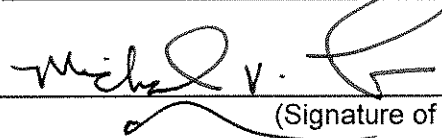
TOTAL BID PRICE: In the space provided below, the Bidder shall indicate its Total Bid Price in figures. Such Total Bid Price is set forth on the final page of the Bid Schedule.

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

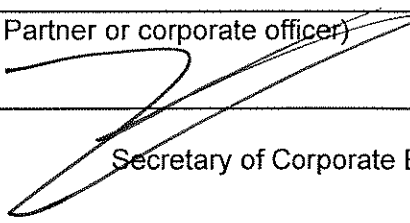
\$ 4,900,335.⁰⁰
J.H.,

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: MFM CONTRACTING CORP.

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

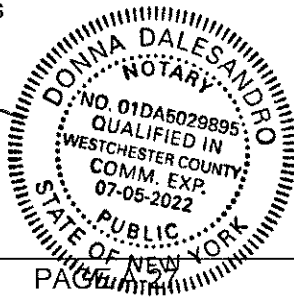
AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:
MICHAEL V. PETRILLO being duly sworn says:
I am the PRESIDENT of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at
10 ORCHARD DRIVE PURCHASE NY 10577.
I have knowledge of the several matters therein stated, and they are in all respects true.

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

Subscribed and sworn to before me this
5th day of February, 2021

Donna Dalesandro
Notary Public



AFFIRMATION

PROJECT ID. HWPLZ015M

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

NONE

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

Full Name of Bidder: MFM CONTRACTING CORP.
Address: 335 CENTER AVE.
City MAMARONECK State NY Zip Code 10543

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

C- Corporation
EMPLOYER IDENTIFICATION NUMBER

13-4130805

By: 
Signature

Title: PRESIDENT

If a corporation, place seal here

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

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

**BID BOND 1
FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS. That we, _____

MFM Contracting Corporation

335 Center Avenue, Mamaroneck, NY 10543

hereinafter referred to as the "Principal", and _____

Arch Insurance Company

Three Parkway, Suite 1500, Philadelphia, PA 19102

hereinafter referred to as the "Surety" 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%), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Project ID: HWPLZ015M - Pershing Square East

Reconstruction - Manhattan, NY

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 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 25th day of January, 2021.

(Seal)

MFM Contracting Corporation

(L.S.)

Principal

By:

Michael V. F.

(Seal)

Arch Insurance Company

Surety

By:

Susan Lupski

Attorney-in-Fact

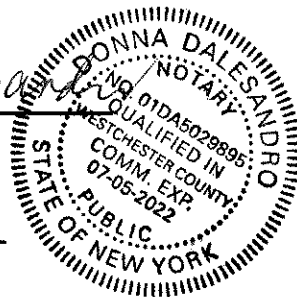


BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of WESTCHESTER ss:
On this 5th day of FEBRUARY, 2021, before me personally came
MICHAEL V. PETRILLO to me known, who, being by me duly sworn, did depose and say that he
resides at 10 ORCHARA DRIVE PURCHASE NY 10577
that he is the PRESIDENT of MFM CONTRACTING 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.

Donna Dale Sandro
Notary Public



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

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

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Camille Maitland, Colette R. Chisholm, Dana Granice, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Katherine Acosta, Michelle Wannamaker, Nelly Renchiwich, Rita Losquadro, Robert T. Pearson, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of January, 2021

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



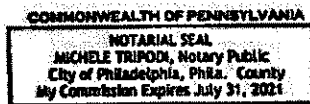
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

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



Michele Tripodi

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 5, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of January, 2021.

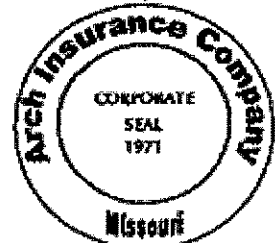
Regan A. Shulman

Regan A. Shulman, Secretary

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

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

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



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this January 25, 2021, before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York that he/she is the Attorney-In-Fact of the Arch Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Arch Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

LAURAJEAN MURTAGH
Notary Public, State of New York
No. 01MU6319758
Qualified in Nassau County
Commission Expires 02/23/2023

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2019

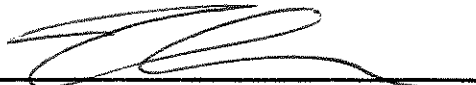
Assets


Cash in Banks	\$ 66,834,581
Bonds owned	\$ 2,773,669,218
Stocks	\$ 632,027,703
Premiums in course of collection	\$ 481,916,166
Accrued interest and other assets	\$ 567,156,420
Total Assets	<u>\$ 4,521,604,088</u>

Liabilities

Reserve for losses and adjustment expenses	\$ 1,890,227,649
Reserve for unearned premiums	\$ 812,210,429
Ceded reinsurance premiums payable	\$ 296,890,508
Amounts withheld or retained by company for account of others	\$ 158,378,578
Reserve for taxes, expenses and other liabilities	\$ 408,441,322
Total Liabilities	3,566,148,486

Surplus as regards policyholders	<u>955,455,602</u>
Total Surplus and Liabilities	<u>\$ 4,521,604,088</u>


By: 
Senior Vice President, Chief
Financial Officer and Treasurer

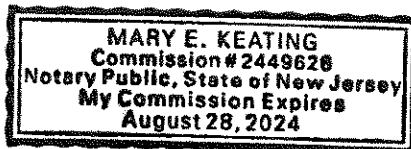
Attest: 
Senior Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2019.

Subscribed and sworn to before me, this 29th day of February, 2020

Notary Public




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: MFM Contracting Corp.

Name of Project: Reconstruction of Broadway - Phase 1

Location of Project: Broadway btw Church and John Sts. - Manhattan

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

Name: Shahram Jaromi

Title: Director of Construction Phone Number: 718-391-1000

Brief description of the Project completed or the Project in progress: Street reconstruction with public and private utility installation and relocation.

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

Amount of Contract, Subcontract or Sub-subcontract: \$31,750 MM

Start Date and Completion Date: 9/1/13 to 6/2017

Name of Contractor: MFM Contracting Corp.

Name of Project: E. 34th St. Select Bus Service

Location of Project: 34th St. From East River to Lexington Ave - Manhattan

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

Name: Shahram Jaromi

Title: Director of Construction Phone Number: 718-391-1000

Brief description of the Project completed or the Project in progress: Street reconstruction and adding dedicated bus lanes with public and private utility installation and relocation

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

Amount of Contract, Subcontract or Sub-subcontract: \$38,432 MM

Start Date and Completion Date: 3/2017

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: MFM CONTRACTING CORP

Name of Project: RECONSTRUCTION OF PECK SLIP

Location of Project: PECK SLIP, MANHATTAN

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

Name: SHAHRAM JAROMI

Title: DIRECTOR OF CONSTRUCTION - LOWEL MANHATTAN Phone Number: 212-233-7181

Brief description of the Project completed or the Project in progress: COMPLETE RESTORATION OF PECK SLIP AND SURROUNDING STREETS INCLUDING BUT NOT LIMITED TO WATER MAIN INSTALLATION, PRIVATE UTILITIES AND RESTORATION

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

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

Start Date and Completion Date: 7/1/11 TO 1/1/14

Name of Contractor: MFM CONTRACTING CORP.

Name of Project: MED 609(610)

Location of Project: 13th ST & 8th Ave NEW YORK, NY

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

Name: PETER ROLOFF

Title: RESIDENT ENGINEER NYCDDC Phone Number: 646-412-3401

Brief description of the Project completed or the Project in progress: INSTALLATION OF TRUNK & DISTRIBUTION WATER MAIN CONNECTING TO SHAFT BASIN CONNECTIONS & ROADWAY RECONSTRUCTION

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 19,804,962

Start Date and Completion Date: 4/23/12 - 6/17/15

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: MFM CONTRACTING CORP.

Name of Project: MED 609(610)

Location of Project: 13th St. & 8th Ave. New York, NY

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

Name: PETER ROLOFF, resident engineer, NYC DDC

Title: RESIDENT ENGINEER Phone Number: 646-412-3401

Brief description of the Project completed or the Project in progress: INSTALLATION OF TRUNK & DISTRIBUTION WATER MAINS CONNECTING TO SHAFT, BASIN CONNECTIONS & ROADWAY RECONSTRUCTION

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 19,804,962.36

Start Date and Completion Date: 4/23/2012 - 6/17/2015

Name of Contractor: MFM CONTRACTING CORP.

Name of Project: BED 790

Location of Project: Brooklyn, NY

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

Name: JEFF VOLLMUTH - VOLLMUTH & BRUSH

Title: PRINCIPAL ENGINEER Phone Number: 631-363-2683

Brief description of the Project completed or the Project in progress: INSTALLATION OF 48" X 36" WELDED STEEL WATER MAIN & 20" X 12" DISTRIBUTION DUCTILE IRON WATERMAIN & ASSOCIATED RESTORATION

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

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

Start Date and Completion Date: 8/2010 TO 3/2012

QUALIFICATION FORM

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: _____

SCHEDULE B: M/WBE UTILIZATION PLAN



SCHEDULE B – M/WBE Utilization Plan

Part 1: M/WBE Participation Goals

Contract Overview (To be completed by contracting agency)

APT E-Pin# 85021B0023 FMS Project ID# HWPLZ015M
 Project Title PERSHING SQUARE EAST RECONSTRUCTION Agency PIN# 8502020HW0030C
 Contracting Agency Department of Design and Construction Bid/Proposal Opening Date _____
 Agency Address 30-30 Thomson Ave. City LONG ISLAND CITY State NY ZIP 11101
 Contact Person Janelle Husain-Singh Title MWBE Liaison & Compliance Analyst
 Telephone (718) 391-1322 Email Husainja@ddc.nyc.gov

Project Description (attach additional pages if necessary)
PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST FROM E 41ST STREET TO E 42ND STREET
INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK
Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN, CITY OF NEW YORK

Bidder or proposer is required OR is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

Prime Contract Industry:	
Category and Breakdown:	
Unspecified	4.00 %
Black American	4.00 %
Hispanic American	%
Asian American	%
Women	2.00 %
Total Participation Goals	10.00 %
	<i>Line 1</i>

Part 2: M/WBE Participation Plan

(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)

Section 1: Prime Contractor Contact Information

Tax ID# 13-4130805 FMS Vendor ID# _____
 Business Name MFM CONTRACTING CORP. Contact Person MICHAEL PETRILLO
 Business Address 335 CENTER AVE. City MAMARONECK State NY ZIP 10542
 Telephone 914-777-8292 Email MVP@PETROMFM.COM

Section 3: Contractor M/WBE Utilization Plan

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 in the panels in Section 2, 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 in the panels in Section 2, 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 in the panels in Section 2, as applicable.

Section 2: M/WBE Utilization Goal Calculation

Prime Contractor Adopting Agency Participation Goals

For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals

Total Bid/Proposal Value \$ 4,900,335
 multiplied by x
 Total Participation Goals 10 %
(Line 1 above)

Calculated M/WBE Participation Amount \$ 490,033.50
Line 2

OR

Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals

For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals

Total Bid/Proposal Value \$ _____
 multiplied by x
 Total Revised Participation Goals _____ %

Calculated M/WBE Participation Amount \$ _____
Line 3

(NO TEXT ON THIS PAGE)

Tax ID# 13-4130805

APT E-Pin# _____

Section 4: 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? 15 % MP

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned \$ Amount	Designated for M/WBE		M/WBE Vendor Name	M/WBE Address	M/WBE Telephone	
				Y	N				
1.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
2.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
3.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
4.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
5.	Please SEE Attached Revised								
6.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
7.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
8.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
9.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	
10.	/ /	/ /	\$	<input type="checkbox"/>	<input type="checkbox"/>			() -	

Section 5: 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: Michael V. Petrillo Date: 2/10/21
Print Name: Michael Petrillo Title: President

Description of Work	Start Date	End Date	Planned Amount	M/WBE?	M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
Trucking	5/1/2021	4/30/2023	\$ 196,018	Y	C Francis Construction	501 E 93rd St Brooklyn NY 11212	718-484-2193
Electric	5/1/2022	4/30/2023	\$ 111,000	Y	Windosr Electric	95-01 Brisbin St Jamaica NY 11435	718-850-6523
Waterproofing	9/1/2021	4/30/2023	\$ 80,000	Y	D-Star Waterproofers	365 Babylon Turnpike Roosevelt NY 11575	516-378-6660
Asphalt	5/1/2022	4/30/2023	\$ 50,000	Y	Citywide Paving Inc	341 Nassau Ave Brooklyn NY 11222	718-302-1600
Landscaping	5/1/2022	4/30/2023	\$ 15,022	Y	Eastern Landscape	788 Shrewsbury Ave Tinton Falls NJ 07712	908-502-5858
Photography	5/1/2021	4/30/2023	\$ 17,000	Y	Island-Wide Photo	95 Doughty Blvd Inwood NY 11096	516-239-3737
Masonry	9/1/2021	4/30/2023	\$ 21,000	Y	Citywide Paving Inc	341 Nassau Ave Brooklyn NY 11222	718-302-1600
Pavers	9/1/2021	4/30/2023	\$ 223,000	N	Montage Construction	71 South Breeze Drive Wainscott NY 11975	718-813-2304
Survey	5/1/2021	4/30/2023	\$ 23,000	N	Empire Layout	7 Evergreen Way Pawling NY 12564	845-493-0015

Michael S. R., President
MFM Contracting Corp.

2/10/21
Date

SCHEDULE B – Part 3

Request for Waiver of M/WBE Participation Requirement

Contract Overview

Tax ID#	FMS Vendor ID#
Business Name	Contact Name
Email	Telephone
Contracting Agency	
APT E-Pin#	Bid/Proposal Due Date

M/WBE Participation Goals for Services

Defined by AGENCY in bid/solicitation documents
Percent of the total contract value to be subcontracted to M/WBE vendors for services and/or credited to an M/WBE 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. Identify your subcontracting plan in the vendor certification section below.
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal requested here. Explain under separate cover.

Proposed by VENDOR seeking waiver

Percent of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted to M/WBE businesses for services. Or if M/WBE Qualified Joint Venture, percent of total contract value anticipated to be credited to M/WBE vendors.



Vendor Contract History

Using the attached Excel template list all contracts (for City and Non-City work) performed within the last 3 years and provide the requested information for each contract.

From the list of all contracts, provide reference information below for the 5 most relevant contracts in size, scale and scope (performed for New York City or any other entity) to the bid or proposal for which you are submitting this waiver request. Provide the requested information for each subcontract awarded during the life of the listed reference contract.

Please make sure to highlight the 5 reference contracts provided below among the comprehensive list of all your contract awards within the attached Excel template.

Reference 1

Agency/Organization	Telephone	Contract #
Reference Contact		Email
Contract Start Date	Contract End Date	Total Contract Value \$

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor

Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals

Did the Prime Contractor meet Goal requirements? Yes No N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.		\$
		\$
		\$
		\$
		\$
		\$
		\$
Percentage of total contract value subcontracted to other vendors		%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

	\$
--	----

Reference 2

Agency/Organization _____ Contract # _____
 Reference Contact _____ Telephone _____ Email _____
 Contract Start Date _____ Contract End Date _____ Total Contract Value \$ _____

Prime Contract description _____

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor
 Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals
 Did the Prime Contractor meet Goal requirements? Yes No N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain _____

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Percentage of total contract value subcontracted to other vendors		% _____

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed. _____ \$ _____

Reference 3

Agency/Organization _____ Contract # _____
 Reference Contact _____ Telephone _____ Email _____
 Contract Start Date _____ Contract End Date _____ Total Contract Value \$ _____

Prime Contract description _____

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor
 Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals
 Did the Prime Contractor meet Goal requirements? Yes No N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain _____

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Percentage of total contract value subcontracted to other vendors		% _____

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed. _____ \$ _____

Reference 4

Agency/Organization _____ Contract # _____
 Reference Contact _____ Telephone _____ Email _____
 Contract Start Date _____ Contract End Date _____ Total Contract Value \$ _____
 Prime Contract description _____

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor
 Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals
 Did the Prime Contractor meet Goal requirements? Yes No N/A
 If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain _____

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Percentage of total contract value subcontracted to other vendors _____ %

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

_____ \$ _____

Reference 5

Agency/Organization _____ Contract # _____
 Reference Contact _____ Telephone _____ Email _____
 Contract Start Date _____ Contract End Date _____ Total Contract Value \$ _____
 Prime Contract description _____

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor
 Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals
 Did the Prime Contractor meet Goal requirements? Yes No N/A
 If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain _____

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Percentage of total contract value subcontracted to other vendors _____ %

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

_____ \$ _____

Vendor Certification

Identify/list all the work areas you intend on subcontracting on the current anticipated contract for which you are submitting this waiver request.

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. I further affirm that the work that I did not list as work that will be subcontracted on this contract for which I am submitting this waiver request is work that I have performed on past contracts and will not subcontract if awarded this contract.

Signature _____ Date _____
 Print Name _____ Title _____

<p>Approvals (for Agency completion only)</p> <p>ACCO Signature _____ Date _____</p> <p>CCPO Signature _____ Date _____</p>	<p>Waiver Determination</p> <p><input type="checkbox"/> Full Waiver Approved</p> <p><input type="checkbox"/> Waiver Denied</p> <p><input type="checkbox"/> Partial Waiver Approved</p> <p>Revised Participation Goal _____ %</p>
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APPRENTICESHIP PROGRAM REQUIREMENTS

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

 X YES NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

(NO TEXT ON THIS PAGE)

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: MFM CONTRACTING CORP.

Project ID Number: HWPLZ015M

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

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

YES NO

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

YES NO

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

YES NO

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

- **Where the bidder directly sponsors any such apprenticeship Program(s), the bidder shall provide the following:**
 - The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner; and/or
 - A copy of a letter(s) from the NYSDOL, on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner and the Active status of such program(s).

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

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

Locals 1556 (Timberman)

Locals 731 + 1010 (Laborers)

Locals 14 + 15 (Operating Engineers)

Bidder: MFM CONTRACTING CORP.

By: Michael V. [Signature]
(Signature of Partner or Corporate Officer)

Title: PRESIDENT

Date: 1/27/21

LABORERS' LOCAL UNION 1010

17-20 Whitestone Expressway, Suite 200 · Whitestone, NY 11357
Phone: (718) 886-3310 · Fax: (718) 886-8885

May 8th, 2019

MFM Contracting Corp.

355 Center Avenue
Mamaroneck, NY 10543

Dear Donna D'Alesandro

This letter is to certify that MFM Contracting Corp is currently signed in to Independent Agreement with Local 1010 with an expiration date of June 30th, 2021 and Michael V. Petrillo signed as the Principal of the entity.

This letter will also confirm that Local 1010 Apprentice, Skill Improvement and Training Fund to which your entity contribute, sponsors the Local 1010 Pavers Joint Apprenticeship Committee. The Local 1010 JAC is a New York State Department of Labor Approved apprenticeship program registered under Sponsor#12607 and ATP Code 18-514 for Skilled Construction Laborers.

If you have any questions, please contact me at the Union Hall.

Very truly yours,



Francisco Fernandez
JAC Union Trustee,
Treasurer, Laborers' Local Union 1010

PROJECT REFERENCE FORMS

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last four (4) years, up to a maximum of 10 projects, 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)

MFM CONTRACTING CORP.
SELECT COMPLETED CONTRACTS

Project & Location	Contract Type	Contract Amount (\$000)	DESCRIPTION OF CONTRACT	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
QED1002 Installation of Trunk and Distribution Water Mains in Springfield Blvd. Queens, NY	Prime	\$19,300	Trunk and distribution water main installation with private utility construction and relocation.	Oct-18	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	
MED625 - Distribution Water Main Extension and Replacement. Manhattan, NY	Subcontract	\$7,778	Installation of distribution watermain and construction and relocation of gas facilities	Oct-17	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	Prime: Judiau Contracting
HWMWTC6A Reconstruction of Broadway Phase I New York, NY	Prime	\$ 31,760	Street reconstruction with public and private utility construction and relocation.	Jun-17	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	
HWMBRT5A 34th Street Transitway (MED607B) New York, NY	Prime	\$ 38,432	Street reconstruction with public and private utility construction and relocation.	Mar-17	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	
GCHP24-01 Green Infrastructure in Hutchinson River Area Phase I Bronx, NY	Prime	\$2,066	Green Infrastructure construction including curb and sidewalk reconstruction.	Sep-16	NYC Department of Design & Const. Ed Morales: (347) 245-0261	
HWXP093B Reconstruction of Boller Ave Bronx, NY	Prime	\$11,961	Street reconstruction with public and private utility construction and relocation. Augered pile installation for the support of excavation	Jun-16	NYC Department of Design & Const. John Pavlik -EIC -917-939-7334; Leslie Devilme-Deputy Director-719-391-1051	
MED610 Trunk Water Mains at 8th Avenue New York, NY	Subcontract	\$19,296	Trunk and distribution watermain installation with private utility construction and relocation.	Sep-15	NYC Department of Design & Const.	Prime: Waterworks JV
Hudson Park and Boulevard Road and Utilities New York, NY	Subcontract	\$12,032	Street reconstruction with public and private utility construction and relocation.	Jun-15	NYC Economic Development Corp	LiRo Engineers, Inc. Frank Franco (347) 231-6647
Hudson Park and Boulevard Parks Contract New York, NY	Subcontract	\$10,631	Construction of new park including planters, fountains and masonry.	Jun-15	NYC Economic Development Corp	LiRo Engineers, Inc. Frank Franco (347) 231-6647
HWM1159 Cobblestone Reconstruction of Peck Slip New York, NY	Prime	\$13,304	Street reconstruction with public and private utility construction and relocation.	May-14	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	Tectonic Engineers Peter Roloff (646) 412-3401

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

List all contracts currently under construction similar to the contract being awarded.

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

MFM CONTRACTING CORP.
CONTRACTS UNDER CONSTRUCTION

Project & Location	Contract Type	Amount (\$000)	DESCRIPTION OF CONTRACT	Percent Complete	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
A-36150 Installation of ADA Elevators at 57th St. Station New York, NY	Subcontract	\$9,058	Perform utility installation and relocation including water mains, hydrants, electric conduits, gas, steam and telecom.	91.60%	Feb-21	MTA New York City Transit	Prime: Forte Construction Corp.
SEN002157 Replacement of Sanitary & Water Main in Park Terrace West New York, NY	Prime	\$17,250	Sanitary sewer and water main installation with private utility construction and relocation.	77.90%	Mar-21	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	
36-inch Gas Transmission Main in Astoria Blvd. Queens, NY	Prime	\$8,979	Installation of approximately 2,600 of 36" gas transmission main.	10.60%	Apr-21	Consolidated Edison	
HMMWTCATE Reconstruction of Worth St. from Hudson Street to Park Row Manhattan, NY	Prime	\$61,325	Street reconstruction with public and private utility construction and relocation.	96.60%	Sep-21	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	
Greenpoint Landing D Site Utilities Brooklyn, NY	Subcontract	\$10,331	Installation of building site storm sewer, sanitary sewer, distribution water main and electric vaults and manholes.	73.40%	Sep-21	Brookfield Properties	CM: New Line Structures
D263821 Major Deegan Expressway Rehabilitation Bronx, NY	Subcontract	\$11,174	Installation of approximately 3,000 LF of trunk water main and 2,300 LF of distribution water main.	49.80%	Feb-22	NYS Department of Transportation	Prime: Skanska USA Civil Northeast Alper Ayar: (718) 340-1086
MED5988 Trunk Water Mains in W. 30th St. BTW 10th & 9th Ave. New York, NY	Prime	\$74,663	Water main installation with public and private utility construction and relocation.	88.80%	Apr-22	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	
Metro North Commuter Railroad Harlem River Lift Bridge Bronx/Manhattan, NY	Prime	\$22,389	Waterside protection, pier rehabilitation, seismic retrofits and approach span repairs.	11.10%	Sep-22	Metro North Railroad	
MED607 Trunk and Distribution Main Connection to Shaft 32B in 2nd Avenue. New York, NY	Prime	\$73,500	Water main installation with public and private utility construction and relocation.	63.20%	Feb-23	NYC Department of Design & Const. Shah Jaromi: (718) 391-1000	

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 Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)

Project: HWPLZ015M

(NO TEXT ON THIS PAGE)

The Bidder 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
2020	0.87	0.87
2019	1.13	1.13
2018	1.07	1.07

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

4. OSHA Information:

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

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

The OSHA Form 300 “Log of Work-Related Injuries and Illnesses” and OSHA Form 300A “Summary of Work-Related Injuries and Illnesses” must be submitted for the last three years for Contractors with more than ten employees.

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) 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 Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) 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
2020	265,439	0.75
2019	258,305	0.77
2018	267,873	0.75

If the Bidder's / 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 Bidder / Contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

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

5. Safety Performance on Previous DDC Project(s)

YES NO Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

DDC Project Number(s): MED 598B- Subcontractor

The Bidder hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: 3-11-21

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

Title: President



DDC SAFETY QUESTIONNAIRE

PROJECT HWPLZ015M

ACCIDENT EXPLANATION

Date of Report: 8-10-2018

Date of Accident: 8-9-2018- Night

Company Name: MFM Contracting Corp

Project Name: HWCPEDLOC # 1820-001- Install Security Measures/Bollards

Project Location: 5th Ave between W. 50th St. & W. 51st St., New York, NY 10022

Employee Name: Wilson Bermeo

Incident Description: MFM laborer was assisting with sidewalk demo on 5th Ave in MFM Work Zone. He was struck in left forearm by steel curb being demolished by clam bucket on excavator. Operator stood a section of the steel curb up with the bucket on the ground; he then attempted to bend the curb with bucket, so the material could be loaded into truck. A piece of steel curb slid out and struck Wilson in his left arm causing a laceration and bruise.

NATURE OF INJURY & PARTS OF BODY AFFECTED: Left Forearm- 8 stitches

WHERE WAS EMPLOYEE TREATED:

Studio Med, 133 East 58th Street Suite 512, NY NY 10022

ANY LOST TIME: NO – Employee treated released and returned to work on same shift.

SUPERVISOR FILLING OUT REPORT: Dumas Gabbriellin CHST- Safety Director

Witnesses:

Name: Mark Carneiro- MFM Local 15 operator- Contact # 914-777-8282

Name: Frank Malheiros- MFM Laborer Foreman Contact # 516-770-2250

Equipment/Tools/Vehicles Involved: 316 Cat Excavator & Steel Curb

Corrective Actions/Recommendations:

All MFM Employees working on HWCPEDLOC attended a Safety Stand Down meeting on 8-13-2018 conducted by MFM Safety Director

- 1- Review the incident from 8/9/18.
- 2- Discussed prevention of future occurrence of Struck by incidents.
- 3- Reviewed working near Heavy Equipment and Situational Awareness

STUDIO MED

Herman Chiu, DO
NPI: 1568796175
133 E 58th St Ste 512
New York NY 10022
(347)607-0098
Tax ID: 814174881

Patient Name: Wilson Bermeo ✓
DOB: 11/02/1979

Date Of Service: 08/10/2018
Place Of Service: 20

Services Received:

- 1. Doctor's Consultation (99204) for S51.812A ----- \$400.00
- 2. Laceration Treatment (12032) for S51.812A ----- \$400.00
- 3. Tetanus Shot (90715) for S51.812A ----- \$150.00
- 4. Toradol 30mg (96372, J1885 X 2) for S 51.812A ----- \$150.00

Total	\$1100.00 ✓
Amount Paid	\$1100.00
Balance Due	\$ 0.00

JOB # 182-0-001
CC # 90-100-80
CAT: INS

Studio Med
133 E 58th St Ste 512
New York, NY 10022
+1(347)607-0098
admin@studiomed.life
<http://www.studiomed.life>

DB
@
Viny L



DDC SAFETY QUESTIONNAIRE

PROJECT HWPLZ015M

ACCIDENT EXPLANATION

Date of Report: 2-17-2020

Date of Accident: 2-16-2020

Company Name: MFM Contracting Corp

Project Name: MED 607# 1810-001- Trunk Water Main 2nd Ave

Project Location: 2nd Ave between E 36th and E 37th Street New York, NY 10016

Employee Name: Manuel Abreu Goncalves

Incident Description: MFM laborer was excavating and installing sheeting in a trunk water main trench on 2nd Ave a piece of buried lumber at the North end of the trench dislodged and struck Manuel Abreu Goncalves on the left side of the head causing a laceration.

NATURE OF INJURY & PARTS OF BODY AFFECTED: Laceration to left side of face- multiple stitches from eyebrow to forehead on face.

WHERE WAS EMPLOYEE TREATED:

Emergency Department at NYU Langone Health, 570 1st Avenue, New York, NY 10016

ANY LOST TIME: NO – Employee treated released and returned to work next day.

SUPERVISOR FILLING OUT REPORT: Dumas Gabbriellin CHST- Safety Director

Witnesses:

Name: Louie Costa- MFM Laborer Foreman Contact # 917-716-1687

Equipment/Tools/Vehicles Involved: Wooden timber sheeting.

Corrective Actions/Recommendations:

MFM Employees working on MED 607 attended a Safety meeting on 2-18-2020 conducted by MFM Safety Director

- 1- Review the accident from 2/16/20.
- 2- Discussed prevention of Struck by material accidents.
- 3- Embedded and loose items in excavations shall be removed prior to workers beginning work practices (digging, moving material, or installing sheeting)



DDC SAFETY QUESTIONNAIRE

PROJECT HWPLZ015M

ACCIDENT EXPLANATION

Date of Report: 1-10-2020

Date of Accident: 1-9-2020

Company Name: Network Patrols – Subcontractor to MFM

Project Name: MED 598B Installation of Trunk Water Main

Project Location: West 30th Street New York, NY 10199

Employee Name: Network Patrol- Bayo Gnaman

Incident Description: MFM laborer was prepping road saw to sawcut trench layout inside MFM work zone on 9th ave. A Network Patrol flagger (Gnaman) entered the work zone **un-authorized** and contacted the running saw blade which caused a left leg laceration.

Flagger Bayo Gnaman entered the work zone by lifting caution tape and entered work zone on west side of MPT between road barrels, live traffic, and the road saw.

NATURE OF INJURY & PARTS OF BODY AFFECTED: Left Leg Laceration- 28 stitches

WHERE WAS EMPLOYEE TREATED:

Bellevue Hospital Center: Emergency Room, 462 1st Avenue, New York, NY 10016.

ANY LOST TIME: Yes -Employee did not return to work for **Network Patrol nor MED598 project**

SUPERVISOR FILLING OUT REPORT: Dumas Gabbriellin CHST- Safety Director

Witnesses:

Name: Alex Lopes - MFM Local 731 Laborer- Contact # 914-777-8282

Equipment/Tools/Vehicles Involved: Walk behind Road saw

Corrective Actions/Recommendations:

Network Patrol had a companywide Safety Meeting with ALL flaggers on 1-13-20.
Network Reviewed the incident from 1/9/20 and informed ALL flaggers they are NOT to enter MFM Work zones NOR direct Heavy Equipment, only direct pedestrians.

MFM Conducted its own review of incident and held Safety Meeting onsite MED 598B with entire project on 1-16-20.

1- NO Un-authorized personnel to access work zone- secure work zone w/ visual aids or barricades to prevent access.

2- Reviewed Situational Awareness when working near Heavy equipment and personnel. Also discussed traffic and pedestrians in the work zone and how to prevent exposure.

(NO TEXT ON THIS PAGE)

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**

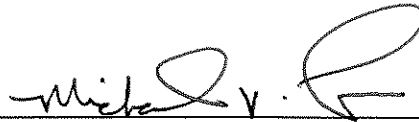
Pursuant to General Municipal Law Section 103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

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

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



SIGNATURE

MICHAEL V. PETRILLO

PRINTED NAME

PRESIDENT

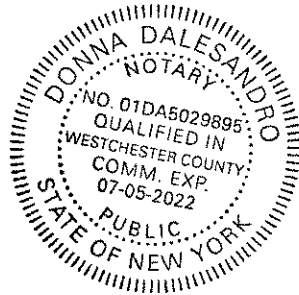
TITLE

Sworn to before me this
5th day of FEB., 2021



Notary Public

Dated: 2.5.21



B. BID SCHEDULE (B-PAGES)

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

NOTES:

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

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

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

BID SCHEDULE

NOTE: (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.

(2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.

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

(4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.

(5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 Through B - 32

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



Department of
Design and
Construction

12/21/2020 9:33 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0001	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	881.00	S.Y.	23	20	20,439 20
0002	4.02 AG ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	99.00	S.Y.	27	35	2,707 65
0003	4.02 CB ASPHALTIC CONCRETE MIXTURE	94.00	TONS	160	75	15,110 50
0004	4.04 BPB CONCRETE BASE FOR PAVERS, THICKNESS AS SPECIFIED, CLASS B-32	329.00	C.Y.	198	86	65,424 94
0005	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	15.00	C.Y.	192	23	2,883 45
0006	4.06 CONCRETE IN STRUCTURES, CLASS A-40	15.00	C.Y.	636	36	9,545 40
0007	4.06 TA CONCRETE IN STRUCTURES FOR SUBWAY VENTS	3.00	C.Y.	1,242	88	3,728 64
0008	4.07 BA RESET GRANITE CURB	17.00	LF.	129	26	2,197 42

B - 4



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0009	4.07 CB NEW GRANITE CURB, STRAIGHT	5.00	L.F.	398	55	1,992	75
0010	4.07 DB NEW GRANITE CURB, STRAIGHT (1'-0" WIDE)	203.00	L.F.	191	40	38,854	20
0011	4.07 DC NEW GRANITE CURB, CORNER (1'-0" WIDE)	10.00	L.F.	300	77	3,007	70
0012	4.07 DD NEW STRAIGHT GRANITE CURB, DEPRESSED AND TRANSITION (1'-0" WIDE)	35.00	L.F.	244	43	8,555	05
0013	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	66.00	L.F.	70	43	4,648	38
0014	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	36.00	L.F.	89	49	3,221	64
0015	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	84.00	L.F.	98	61	8,283	24
0016	4.11 CA FILL, PLACE MEASUREMENT	19.00	C.Y.	100	26	1,904	94

B - 5



Department of
Design and
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0017	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	25.00	S.F.	8	29	207	25
0018	4.13 ABS 4" CONCRETE SIDEWALK (PIGMENTED)	3,938.00	S.F.	9	12	35,914	56
0019	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	1,228.00	S.F.	11	60	14,244	80
0020	4.13 BBS 7" CONCRETE SIDEWALK (PIGMENTED)	518.00	S.F.	14	09	7,298	62
0021	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	44.00	S.F.	13	26	583	44
0022	4.13 DS DETECTABLE WARNING SURFACE - SPECIAL PRECAST	18.00	S.F.	16	57	298	26
0023	4.13 DSA SURFACE APPLIED DETECTABLE WARNING UNITS	71.00	S.F.	6	63	470	73
0024	4.14 STEEL REINFORCEMENT BARS	1,452.00	LBS.	2	49	3,615	48

B - 6



Department of
Design and
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0025	4.14 TA STEEL REINFORCING BARS FOR SUBWAY VENTS	33.00	LBS.	7	45	245 85
0026	4.14 W WELDED STEEL WIRE FABRIC	4,956.00	LBS.	1	66	8,226 96
0027	4.15 PSX SOIL MEDIUM MIX	40.00	C.Y.	116	00	4,640 00
0028	4.16 AM TREES PLANTED, 10 TO 12 FEET HIGH, MULTI STEM AMELANCHIER	5.00	EACH	907	31	4,536 55
0029	4.17 CRP ORNAMENTAL GRASS PLANTED, 2 GALLON, CAREX PENNSYLVANICA	50.00	EACH	37	28	1,864 00
0030	4.17 MAGC GROUND COVER PLANTED, ALL TYPES	70.00	EACH	22	37	1,565 90
0031	4.21 TREE CONSULTANT	50.00	P/HR	0	01	0 50
0032	51.21S0A1000V STANDARD MANHOLE TYPE A-1	1.00	EACH	11,061	59	11,061 59

B-7



Department of
Design and
Construction

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

PROJECT ID: HWPLZ015M
CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
				DOLLARS	CTS		
0033	51.23RF REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	1.00	EACH	1,725	94	1,725	94
0034	51.41S001 STANDARD CATCH BASIN, TYPE 1	1.00	EACH	11,358	23	11,358	23
0035	51.41S002 STANDARD CATCH BASIN, TYPE 2	1.00	EACH	11,429	48	11,429	48
0036	51.71B00000 MODIFICATION OF EXISTING CATCH BASIN	1.00	EACH	4,352	55	4,352	55
0037	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	107.00	L.F.	361	27	38,655	89
0038	55.11AB ABANDONING BASINS AND INLETS	2.00	EACH	1,809	62	3,619	24
0039	6.02 AAN UNCLASSIFIED EXCAVATION	1,059.00	C.Y.	102	83	108,896	97
0040	6.02 XHEC INCREMENTAL COST FOR MODIFYING WORK METHODS NEAR (WITHIN 3 FEET OF) TRANSIT FACILITIES AND BUILDING VAULTS	729.00	C.Y.	39	77	28,992	33

Handwritten signature and date: 2/25/21

B--8



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0041	6.02 XSCW INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	195.00	C.Y.	19	88	3,876 60
0042	6.18 MLF METAL LOUVER FENCE AND GATE	30.00	L.F.	919	73	27,591 90
0043	6.22 F ADDITIONAL HARDWARE	1,425.00	LBS.	4	14	5,899 50
0044	6.25 RS TEMPORARY SIGNS	425.00	S.F.	7	45	3,166 25
0045	6.26 TIMBER CURB	720.00	L.F.	4	14	2,980 80
0046	6.28 AA LIGHTED TIMBER BARRICADES	264.00	L.F.	9	94	2,624 16
0047	6.28 ME LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS	825.00	L.F.	0	01	8 25
0048	6.34 ACTP TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	3,300.00	L.F.	0	01	33 00

B - 9



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL 1 SEQ. NO.	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0049	6.34 X REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE	35.00	LF.	24	03	841 05
0050	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	1.00	C.Y.	2,071	45	2,071 45
0051	6.40 D ENGINEER'S FIELD OFFICE (TYPE D)	30.00	MONTH	9,193	92	275,817 60
0052	6.43 D DIGITAL PHOTOGRAPHS	1,320.00	SETS	12	43	16,407 60
0053	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	2,409.00	LF.	0	83	1,999 47
0054	6.50 CLEANING OF DRAINAGE STRUCTURES	6.00	EACH	455	71	2,734 26
0055	6.52 CG CROSSING GUARD Unit price bid shall not be less than: \$ 83.00	4,224.00	P/HR	83	00	350,592 00
0056	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	2,409.00	LF.	0	83	1,999 47

B - 10



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0057	6.54 TEMPORARY LANE MARKINGS (4" WIDE)	2,409.00	L.F.	1	04	2,505	36
0058	6.55 SAWCUTTING EXISTING PAVEMENT	451.00	L.F.	4	98	2,245	98
0059	6.59 REM REMOVAL OF EXISTING GUARD BOOTHS, OPERABLE BARRIERS, CONCRETE PLANTERS, CONCRETE BARRIER SECTIONS, BOLLARDS, AND CONCRETE BLOCKS	1.00	L.S.	4,992	19	4,992	19
0060	6.60 B FURNISH AND INSTALL ASPHALT BLOCK PAVERS	1,365.00	S.Y.	164	06	223,941	90
0061	6.67 SUBBASE COURSE, SELECT GRANULAR MATERIAL	162.00	C.Y.	100	26	16,242	12
0062	6.68 PLASTIC FILTER FABRIC	165.00	S.Y.	9	94	1,640	10
0063	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	50.00	C.Y.	190	58	9,529	00
0064	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	69.00	S.F.	3	31	228	39

B - 11



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
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12/21/2020 9:33 PM

BID SCHEDULE FORM

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				DOLLARS	CTS	
0065	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	24.00	L.F.	14	92	358 08
0066	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	84.00	L.F.	9	94	834 96
0067	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	42.00	S.F.	20	72	870 24
0068	6.83 BA INSTALLING TRAFFIC SIGNS	42.00	S.F.	16	57	695 94
0069	6.83 BB INSTALLING TRAFFIC SIGN POSTS	84.00	L.F.	9	12	766 08
0070	6.85 A TRAFFIC ENFORCEMENT AGENTS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 479,812.48	1.00	F.S.	479,812	48	\$479,812 48
0071	6.86 AA FURNISHING NEW STREET NAME SIGNS	9.00	S.F.	29	00	261 00
0072	6.86 BA INSTALLING STREET NAME SIGNS	9.00	S.F.	36	46	328 14

B - 12



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
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12/21/2020 9:33 PM

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0073	6.87 PLASTIC BARRELS	293.00	EACH	6	63	1,942 59
0074	6.91 REFLECTIVE CRACKING MEMBRANE (18" WIDE)	428.00	LF.	4	14	1,776 06
0075	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	LS.	1,740	03	1,740 03
0076	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	64.00	LF.	38	11	2,439 04
0077	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	228.00	LF.	77	06	17,569 68
0078	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	71.00	LF.	280	07	19,884 97
0079	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	251.00	LF.	397	72	99,827 72
0080	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24- INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	1.00	TONS	7,374	40	7,374 40

B - 13



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

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				DOLLARS	CTS	DOLLARS	CTS
0081	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	973	59	973	59
0082	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	2,941	47	5,882	94
0083	61.11TWC04 FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	770	58	770	58
0084	61.11TWC06 FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	911	44	911	44
0085	61.11TWC08 FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1,450	01	1,450	01
0086	61.11TWC12 FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	2,775	75	2,775	75
0087	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	330	61	330	61
0088	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2.00	EACH	990	98	1,981	96

B - 14



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
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12/21/2020 9:33 PM

BID SCHEDULE FORM

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				DOLLARS	CTS	DOLLARS	CTS
0089	61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	247	74	247	74
0090	61.12TWC06 SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	330	61	330	61
0091	61.12TWC08 SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	660	38	660	38
0092	61.12TWC12 SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	990	99	990	99
0093	62.11SD FURNISHING AND DELIVERING HYDRANTS	1.00	EACH	2,568	61	2,568	61
0094	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	3,095	59	9,286	77
0095	62.13RH REMOVING HYDRANTS	3.00	EACH	512	06	1,536	18
0096	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	2.00	EACH	300	77	601	54

B - 15



Department of
Design and
Construction

12/21/2020 9:33 PM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
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BID SCHEDULE FORM

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				DOLLARS	CTS	DOLLARS	CTS
0097	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	1.00	TONS	2071	45	2,071	45
0098	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	2.00	EACH	722	52	1,445	04
0099	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	55.00	L.F.	169	86	9,342	30
0100	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	11.00	L.F.	74	57	820	27
0101	64.13WC12 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	2.00	EACH	2,252	58	4,505	16
0102	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	15.00	LBS.	4	98	74	70
0103	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 2.00	322.00	L.F.	2	00	644	00

B - 16



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

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BID SCHEDULE FORM

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				DOLLARS	CTS	DOLLARS	CTS
0104	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 1.00	7,260.00	S.F.	1	00	7,260	00
0105	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	18.00	C.Y.	90	32	1,625	76
0106	7.01 P FURNISH AND INSTALL NEW CUSTOM SUBWAY FRAMES AND GRATES	277.00	S.F.	162	41	44,987	57
0107	7.07 BC SECURITY BOLLARD COVERS	44.00	EACH	928	01	40,832	44
0108	7.07 PS1 ENGINEERED VEHICULAR BARRIER	3.00	EACH	9,552	74	28,658	22
0109	7.07 PS2 HEALD MATADOR 2 BARRIER AND PLATE SYSTEM WITH ANTI-SLIP FINISH	1.00	EACH	51,109	22	51,109	22
0110	7.07 PS3 HEALD MATADOR 3 BARRIER AND PLATE SYSTEM WITH ANTI-SLIP FINISH	1.00	EACH	68,587	86	68,587	86
0111	7.07 PS4 HEALD MATADOR 4 BARRIER AND PLATE SYSTEM WITH ANTI-SLIP FINISH	1.00	EACH	78,917	24	78,917	24

B - 17



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
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12/21/2020 9:33 PM

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				DOLLARS	CTS	
0112	7.07 PS-C HEAD MATADOR COLLAR	3.00	EACH	1240	91	3722 73
0113	7.07 PS-CF BRONZE ANODIZED FINISH FOR MATADOR COLLARS	3.00	EACH	1425	02	4275 06
0114	7.07 SB CRASH RATED VEHICULAR BARRIER	32.00	EACH	11,082	82	354,650 24
0115	7.12 A PROCTOR ANALYSIS	1.00	EACH	295	77	295 77
0116	7.12 B IN-PLACE SOIL DENSITY TEST	3.00	EACH	268	87	806 61
0117	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 21,000.00	24.00	MONTH	21,000	00	504,000 00
0118	7.16 D TEST PITS	56.00	C.Y.	443	16	24,816 96
0119	7.35 PEDESTRIAN CHANNELIZER	1,027.00	LF.	20	06	20,601 62

B - 18



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
				DOLLARS	CTS	
0120	7.36 PEDESTRIAN STEEL BARRICADES	2,551.00	LF.	0	01	25 51
0121	7.50 PS LITTER RECEPTACLES	2.00	EACH	2375	68	4,751 36
0122	7.50 RBR REMOVE AND REINSTALL BENCH	17.00	LF.	92	59	1,574 03
0123	7.53 KBC CHAIR	45.00	EACH	450	54	20,274 30
0124	7.53 KBT TABLE	18.00	EACH	1287	69	23,178 42
0125	7.54 RR REMOVE AND REINSTALL BRONZE TRENCH DRAIN	42.00	LF.	376	80	15,825 60
0126	7.55 BR REMOVE AND REINSTALL BRONZE RAILING	14.00	LF.	446	34	6,248 76
0127	7.55 SG-PS1 CITYSCAPE SWING GATE, 16 FEET	1.00	EACH	81,647	77	81,647 77

B - 19



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

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COL.1 SEQ. NO.	COL.2 ITEM NUMBER and DESCRIPTION	COL.3 ENGINEERS ESTIMATE OF QUANTITY	COL.4 UNIT	COL.5 UNIT PRICE (IN FIGURES)		COL.6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0128	7.55 SG-PS2 CITYSCAPE SWING GATE, 20 FEET	1.00	EACH	83,338	91	83,338	91
0129	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 370.00	1.00	L.S.	2,473	62	2,473	62
0130	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 139.00	44.00	EACH	139	00	6,116	00
0131	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 26.00	44.00	EACH	26	00	1,144	00
0132	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 150.00	24.00	BLOCK	150	00	3,600	00
0133	70.61RE ROCK EXCAVATION	1.00	C.Y.	537	75	537	75

B - 20



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

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				DOLLARS	CTS	
0134	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 85.00	11.00	C.Y.	85	00	935 00
0135	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	220.00	S.F.	0	01	2 20
0136	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 253.00	1.00	C.Y.	253	00	253 00
0137	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 283.00	2.00	C.Y.	283	00	566 00
0138	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 128.00	16.00	C.Y.	128	00	2,1048 00
0139	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	270.00	TONS	0	01	2 70

B - 21



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
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12/21/2020 9:33 PM

BID SCHEDULE FORM

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				DOLLARS	CTS	DOLLARS	CTS
0140	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	3.00	SETS	0	01	0	03
0141	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	25.00	TONS	0	01	0	25
0142	8.01 S HEALTH AND SAFETY	1.00	L.S.	0	01	0	01
0143	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	2.00	DAY	0	01	0	01
0144	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	2.00	SETS	0	01	0	02
0145	8.02 A SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	10,762.00	S.F.	2	08	22,384	96
0146	8.02 B SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	428.00	L.F.	16	03	6,860	84
0147	8.08 VARIABLE MESSAGE BOARD	4.00	EACH	4,570	81	18,283	24

B - 22



Department of
Design and
Construction

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
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12/21/2020 9:33 PM

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				DOLLARS	CTS	DOLLARS	CTS
0148	8.22 D THREE PLY MEMBRANE WATERPROOFING	4,898.00	S.F.	19	36	94,825	28
0149	8.26 R STONE MASONRY WALL RESTORATION	3.00	C.Y.	2,150	91	6,452	91
0150	8.32 BARK CHIP MULCH	15.00	S.Y.	7	26	108	90
0151	8.52 ALLOWANCE FOR WAYFINDING TOTEMS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 57,000.00	1.00	F.S.	57,000	00	\$57,000	00
0152	8.52 WSF-B WAYFINDING SIGN FOOTING TYPE B	1.00	EACH	8,735	93	8,735	93
0153	9.04 HW ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 55,000.00	1.00	F.S.	55,000	00	\$55,000	00
0154	9.06 HW ALLOWANCE FOR DECORATIVE MESH FABRIC PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 150,000.00	1.00	F.S.	150,000	00	\$150,000	00

B - 23



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

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				DOLLARS	CTS	DOLLARS	CTS
0155	9.95 GPB GRANITE PAVING BANDS	70.00	S.F.	253	70	17,759	00
0156	HW-900H ALLOWANCE FOR CITY WORK ACCELERATION PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 250,000.00	1.00	F.S.	250,000	00	\$250,000	00
0157	NYCT-7A.1 MEMBRANE WATERPROOFING	1,125.00	S.F.	14	11	15,813	75
0158	NYCT-7A.2 WATERPROOFING PROTECTION BOARD	1,125.00	S.F.	3	80	4,275	00
0159	PER-BP REMOVING AND REINSTALLING EXISTING BRONZE PLAQUES	1.00	EACH	268	87	268	87
0160	PK-25J PRECAST CONCRETE PLANTER, 72 INCH DIA.	5.00	EACH	7,913	79	39,568	95
0161	SL-22.03.01 INSTALL LUMINAIRE ON STREET TYPE(INCLUDING ALL DECORATIVE LAMPPOST, MAKE ALL NECESSARY CONNECTIONS. LAMP FURNISHED BY CONTRACTOR.	6.00	EACH	285	86	1,715	16

B - 24



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

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				DOLLARS	CTS	DOLLARS	CTS
0162	SL-22.09.02 REMOVE LUMINAIRE AND CONTROL, IF ANY, OTHER THAN PARK TYPE OR LOW PRESSURE SODIUM	6.00	EACH	244	43	1466	58
0163	SL-24.04.15 INSTALL ORNAMENTAL (TYPE, "BC", "M", "5TH AVE.", "LYRE", "CPW", "GCPW", ETC.) SHAFT EXTENSION/ARM(S) ASSEMBLY FOR M-2 TRAFFIC LAMPPOST.	3.00	EACH	870	02	2,610	06
0164	SL-24.04.16 REMOVE ORNAMENTAL SHAFT EXTENSION AND ARM(S) ASSEMBLY, LUMINAIRE(S), ETC. FROM "M-2" TRAFFIC LAMPPOST	3.00	EACH	621	44	1,864	32
0165	SL-26.01.02 REMOVE A PLUG-IN CONTROL, OR SHORTING BRIDGE. INSTALL A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	6.00	EACH	99	42	596	52
0166	T-1.1 INSTALL TYPE "S" OR "T" FOUNDATION	4.00	EACH	1,174	92	4,699	68
0167	T-1.18 REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	2.00	EACH	462	34	924	68
0168	T-1.20 REMOVE TYPE "M" SERIES FOUNDATION	3.00	EACH	802	07	2,406	21
0169	T-1.3 INSTALL TYPE "M2-5S" FOUNDATION	1.00	EACH	4138	78	4,138	78

B - 25



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0170	T-1.35 FURNISH AND INSTALL ONE TYPE ACCESSIBLE PEDESTRIAN SIGNAL (APS) FOUNDATION	1.00	EACH	1394	50	1,394	50
0171	T-1.6 INSTALL TYPE "M2-5T" FOUNDATION	2.00	EACH	5,296	30	10,592	60
0172	T-2.1 INSTALL TYPE "S-1" OR "T-1" SERIES POST	4.00	EACH	787	15	3,148	60
0173	T-2.16 FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	2.00	EACH	1,740	02	3,480	04
0174	T-2.22 REMOVE TYPE "S-1" OR "T-1" SERIES POST	2.00	EACH	600	72	1,201	44
0175	T-2.24 REMOVE TYPE "M" SERIES POST	3.00	EACH	911	44	2,734	32
0176	T-2.4 INSTALL TYPE "M-2" POST	3.00	EACH	1,242	88	3,728	64
0177	T-2.45 INSTALL FIVE FOOT TALL GALVANIZED STEEL ACCESSIBLE PEDESTRIAN SIGNAL (APS) POLE	1.00	EACH	621	44	621	44

B - 26



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0178	T-20000 FURNISH TEN FOOT ALUMINUM SIGNAL POST TYPE "S-1"	4.00	EACH	828	58	3,314 32
0179	T-20001 FURNISH 5' GALVANIZED STEEL ACCESSIBLE PEDESTRIAN SIGNAL (APS) POLE	1.00	EACH	807	87	807 87
0180	T-20020 a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	12.00	EACH	34	79	417 48
0181	T-20184 a) FURNISH 5' EXTENSION ARM ASSEMBLY WITH FITTINGS	1.00	EACH	577	52	577 52
0182	T-20220 c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	12.00	EACH	38	11	457 32
0183	T-3.1 INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	4.00	EACH	401	86	1,607 44
0184	T-3.1B REMOVE SIGNAL HEAD FROM ANY TYPE POST	4.00	EACH	343	86	1,375 44
0185	T-3.2 INSTALL "ONE-WAY" SIGNAL UNIT ON THE SHAFT OF ANY POST	1.00	EACH	393	57	393 57

B - 27



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C
REBID: N/A

12/21/2020 9:33 PM

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0186	T-3.21 REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	7.00	EACH	310	72	2175	04
0187	T-3.40 FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS UNIT	8.00	EACH	720	86	5,766	88
0188	T-3.6 INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	7.00	EACH	343	86	2,407	02
0189	T-30013L FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	3.00	EACH	372	86	1,118	58
0190	T-31200 e) "VB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	1.00	EACH	149	15	149	15
0191	T-31205 FURNISH MAST ARM SIGNAL MOUNTING ASSEMBLY - a) "1MS"	2.00	EACH	207	14	414	28
0192	T-31210 h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	8.00	EACH	149	14	1,193	12
0193	T-31215 b) "2MS"	1.00	EACH	203	01	203	01

B - 28



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0194	T-31340 1) "VB-P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	7.00	EACH	161	58	1,131	06
0195	T-31500AL FURNISH 12" LENS & SIGNAL SECTION (LED AMBER ARROWS)	2.00	EACH	364	57	729	14
0196	T-31500GL FURNISH 12" LENS & SIGNAL SECTION (LED GREEN ARROWS)	2.00	EACH	364	57	729	14
0197	T-31500L FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 12" - W/LED LENS	1.00	EACH	359	61	359	61
0198	T-31500RL FURNISH 12" LENS & SIGNAL SECTION (LED RED ARROW)	2.00	EACH	364	57	729	14
0199	T-33000L FURNISH POLYCARBONATE INCANDESCENT PED SIGNAL W/LED LENS	3.00	EACH	351	33	1,053	99
0200	T-33001-L FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	4.00	EACH	372	86	1,491	44
0201	T-33002 FURNISH AUDIBLE PEDESTRIAN SIGNAL UNIT	8.00	EACH	534	44	4,275	52

B - 29



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0202	T-4.22 INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	1.00	EACH	1,242	88	1,242 :88
0203	T-4.8 REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	1.00	EACH	911	44	911 44
0204	T-5.42 PERFORM RESTORATION OF PROTECTED STREET	240.00	LF.	97	78	23,467 20
0205	T-5.50 FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	240.00	LF.	129	26	31,022 40
0206	T-5.52 FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN UNPAVED AREA	20.00	LF.	124	28	2,485 60
0207	T-5.57 FURNISH AND INSTALL 1-1/4" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	10.00	LF.	123	46	1,234 60
0208	T-6.1 INSTALL CABLE (INCLUDES OVERHEAD)	300.00	LF.	5.	80	1,740 00
0209	T-6.10 REMOVE CABLE (INCLUDES OVERHEAD)	500.00	LF.	4	14	2,070 00

B - 30



Department of
Design and
Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION PROJECT ID: HWPLZ015M
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
0210	T-6.2 INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	500.00	L.F.	7 45		3,725 00
0211	T-60000B FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	400.00	L.F.	2 49		996 00
0212	T-60040 c) 7 CONDUCTOR, 14 A.W.G.	300.00	L.F.	1 66		498 00
0213	T-60190 e) 13 CONDUCTOR, 14 A.W.G.	600.00	L.F.	3 31		1,986 00
0214	T-60200 FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE	100.00	L.F.	2 49		249 00
0215	T-8.8 INSTALL CONCRETE PYLON	3.00	EACH	662 87		1,988 61
0216	T-8.9 REMOVE CONCRETE PYLON	3.00	EACH	580 01		1,740 03
0217	T-81000 FURNISH CONCRETE PYLON	3.00	EACH	580 01		1,740 03

B - 31



Department of Design and Construction

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

PROJECT ID: HWPLZ015M

CONTRACT PIN: 8502020HW0030C

12/21/2020 9:33 PM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
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SUB-TOTAL: \$ 4,537,348.28

0218	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	362,986.72	362,986.72
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TOTAL BID PRICE: \$ 4,900,335.00

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

B - 32

C. DRAWINGS

Contract Drawings

<u>List of Contract Drawings</u>		
SHEET NO.	DRAWING NO.	DRAWING TITLE
1	TL-1	TITLE SHEET
2	TC-1	TABLE OF CONTENTS AND LIST OF STANDARD DRAWINGS
3	L-1	LEGEND AND ABBREVIATIONS
4	GN-1	GENERAL NOTES - I
5	GN-2	GENERAL NOTES - II
6	GN-3	NYC TRANSIT GENERAL NOTES AND INSURANCE REQUIREMENTS
7	SC-1	SURVEY CONTROL PLAN
8	TRS-1	TYPICAL CROSS SECTION - I
9	TRS-2	TYPICAL CROSS SECTION - II
10	TRS-3	LONGITUDINAL PROFILE
11	TRS-4	UTILITY CROSS SECTIONS
12	VC-1	VAULT SURVEY
13	H-1	HIGHWAY CONSTRUCTION PLAN
14	U-1	UTILITY PLAN
15	U-2	UTILITY DETAILS
16	UD-1	SUBWAY VENT FRAME AND GRATE DETAILS
17	PM-1	PAVEMENT MARKING PLAN
18	PM-2	PROPOSED SIGN TEXT DATA SHEET
19	PRT-1	PEDESTRIAN CURB RAMP SUMMARY TABLE
20	BLP-1	BOLLARD LAYOUT PLAN
21	BLP-2	BOLLARD TABLE
22	BLP-3	BOLLARD LAYOUT GENERAL NOTES
23	BLP-4	BOLLARD DETAILS
24	BLP-5	HEALD BOLLARDS DETAILS
25	BLP-6	HEALD BOLLARDS DETAILS
26	BLP-7	CITYSCAPE SWING GATE STRUCTURAL DETAILS
27	SS-1	STRUCTURAL DETAILS - I
28	SS-2	STRUCTURAL DETAILS - II
29	TS-1	TRAFFIC SIGNAL PLAN
30	SL-1	STREET LIGHTING PLAN
31	UDP-01	REMOVALS PLAN
32	UDP-02	URBAN DESIGN PLAN
33	UDP-03	LAYOUT PLAN
34	G-1	GRADING PLAN
35	TM-1	TREE MITIGATION PLAN

Standard Drawings

List of Standard Drawings

THE LATEST PROVISIONS OF THE APPLICABLE REFERENCE STANDARDS THAT HAVE BEEN AUTHORIZED UP TO THE START OF CONSTRUCTION SHALL BE CONSIDERED AS PART OF THESE CONTRACT DOCUMENTS.

DRAWING NO.	REVISION DATE	DESCRIPTION	DIVISION
H-1003B	7/1/2010	PEDESTRIAN CROSSWALKS - MALL TYPE B HIGHWAY	HIGHWAY
H-1004	7/1/2010	TYPICAL TEMPORARY PEDESTRIAN PASSAGEWAY IN ROADWAY AREA DURING CONSTRUCTION	HIGHWAY
H-1010	7/1/2010	STEEL FACED CONCRETE CURB, STEEL FACING TYPE D	HIGHWAY
H-1011	7/1/2010	SIDEWALK PEDESTRIAN RAMPS	NYCDOT
H-1034	7/1/2010	TYPICAL CONSTRUCTION JOINTS FOR CONCRETE BASE FOR PAVEMENT	HIGHWAY
H-1040	7/1/2010	TRANSVERSE CONSTRUCTION JOINTS FOR CONCRETE BASE	HIGHWAY
H-1042A	3/15/2016	STANDARD TRENCH OR HOLE RESTORATION IN ACCORDANCE WITH LOCAL LAW NO. 14	HIGHWAY
H-1042C	3/15/2016	ROADWAY RESTORATION FOR NEWLY CONSTRUCTED ROADWAYS	HIGHWAY
H-1044	7/1/2010	CONCRETE CURB	HIGHWAY
H-1045	7/1/2010	CONCRETE SIDEWALK	HIGHWAY
H-1046A	7/1/2010	PROTECTIVE TREE BARRIER	HIGHWAY
H-1053	7/1/2010	DETAILS FOR CONSTRUCTING AREAS OF ADJUSTMENTS AND TRANSITION SECTIONS	HIGHWAY
H-1055	7/1/2010	PAVEMENT KEY TYPE A, B-1, B-2, C	HIGHWAY
MS-1000	7/1/2010	NEW YORK CITY COMPARISON OF DATUM PLATES	HIGHWAY
MS-1001	7/1/2010	SIDEWALK PAYMENT LIMITS	HIGHWAY
MS-1005	7/1/2010	ADJUSTMENT AT CATCH BASINS	HIGHWAY
TCW-1	12/15/2017	TYPICAL PAVEMENT MARKINGS, CROSSWALKS & STOP BARS	TRAFFIC
TRF-2	1/18/2018	TYPICAL PLANTED PEDESTRIAN ISLAND	TRAFFIC
TSC-1	12/1/2015	TYPICAL PAVEMENT MARKINGS, STRIPING & CROSS HATCHING	TRAFFIC
SE-11	8/4/2018	STANDARD FOR DROP PIPE MANHOLE (TYPE A-1) ON 8" DIA. TO 30" DIA. PIPE SEWER	SEWER
SE-39	8/14/2018	STANDARD FOR 27" DIAMETER CAST IRON MANHOLE FRAME & COVER	SEWER
SE-43	8/14/2018	STANDARD FOR CAST IRON MANHOLE STEP	SEWER
SE-48	8/14/2018	STANDARD FOR TYPE 2 CATCH BASIN (WITHOUT CURB PIECE)	SEWER
SE-52 A	8/14/2018	STANDARD FOR PRECAST TYPE 1 CATCH BASIN	SEWER
SE-52 B	8/14/2018	STANDARD FOR SPLIT PRECAST TYPE 1 CATCH BASIN	SEWER

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

ADDENDA CONTROL SHEET

BID OPENING DATE / TIME: 02/03/2021, 11:30 AM

PROJECT NO.: HWPLZ015M

DESCRIPTION: **PERSHING SQUARE EAST RECONSTRUCTION, MANHATTAN**

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	1/26/2021	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (2)	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWPLZ015M

PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: January 26, 2021

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to Bid Documents, VOLUME 3 of 3, S-Pages, GENERAL PROVISIONS, Article M, Subsection 8
Delete second sentence of Subsection 8 in its entirety.
2. **Refer** to Bid Documents, VOLUME 3 of 3, S-Pages, GENERAL PROVISIONS, Article M
Add new Subsection 11 with following text:

“11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor will contact Parks at interagency@parks.nyc.gov to inquire if Parks is the owner of such utility.”

3. **Refer** to the Contract Drawings Sheet 13 of 56,
Delete the contract drawing Sheet 13 in its entirety.
Substitute with attached revised drawing Sheet 13R of 56
Changes made: All the changes are marked as bubbles.
NOTE: Drawing number has NO CHANGES.
[Number of attachments 1 drawings]
4. **Refer** to the Contract Drawings, REFERENCE DRAWINGS section.
Add attached the new reference drawing B-101.00. at the end of the section.
[Number of attachments 1 drawings]

5. For additional information see the attached page of "Questions Submitted by Bidders and DDC's Responses".

[Number of attachments 6]

END OF ADDENDUM NO. 1

By signing in the space provided below, the bidder acknowledges receipt of this Addendum along with all the attachments as mentioned above.

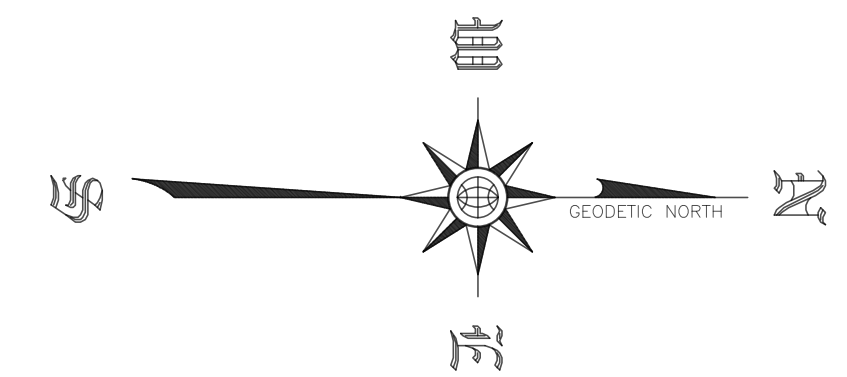
THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID



Jorge Tua, P.E.
Executive Director

MFM Contracting Corp
Name of Bidder

By: Jeremy Thompson

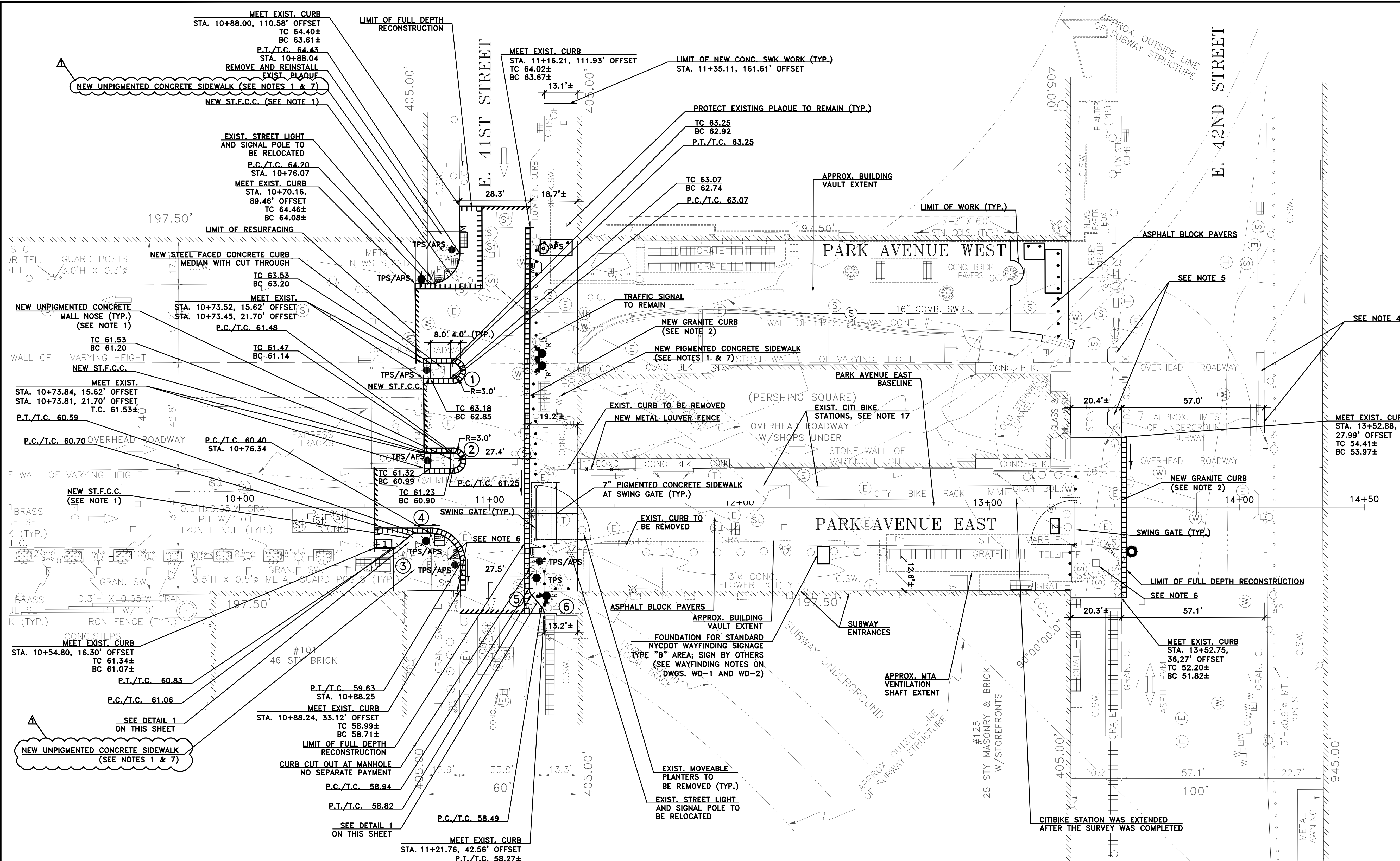


NYC TRANSIT NOTES:

- T1. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL SUBMIT FOR NYC TRANSIT APPROVAL DETAILED DRAWINGS WITH A N.Y.S. P.E. STAMP FOR ALL THE WORK NEAR T.A. STRUCTURE.
- T2. THE CONTRACTOR IS ADVISED THAT THERE SHALL BE NO MACHINE EXCAVATION WITHIN 3' (THREE FEET) OF NEW YORK CITY TRANSIT STRUCTURE, POWER DUCT LINES OR ANY OTHER FACILITIES UNLESS THEY HAVE BEEN CAREFULLY EXPOSED BY HAND EXCAVATION.
- T3. THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN WORKING WITHIN THE VICINITY OF THE NYC STRUCTURES. THE CONTRACTOR SHALL BE DEEMED RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NYC STRUCTURES CAUSED BY CONTRACTOR OPERATIONS. ANY DAMAGE TO NYC PROPERTY CAUSED BY CONTRACTOR OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE CITY.

NOTES:

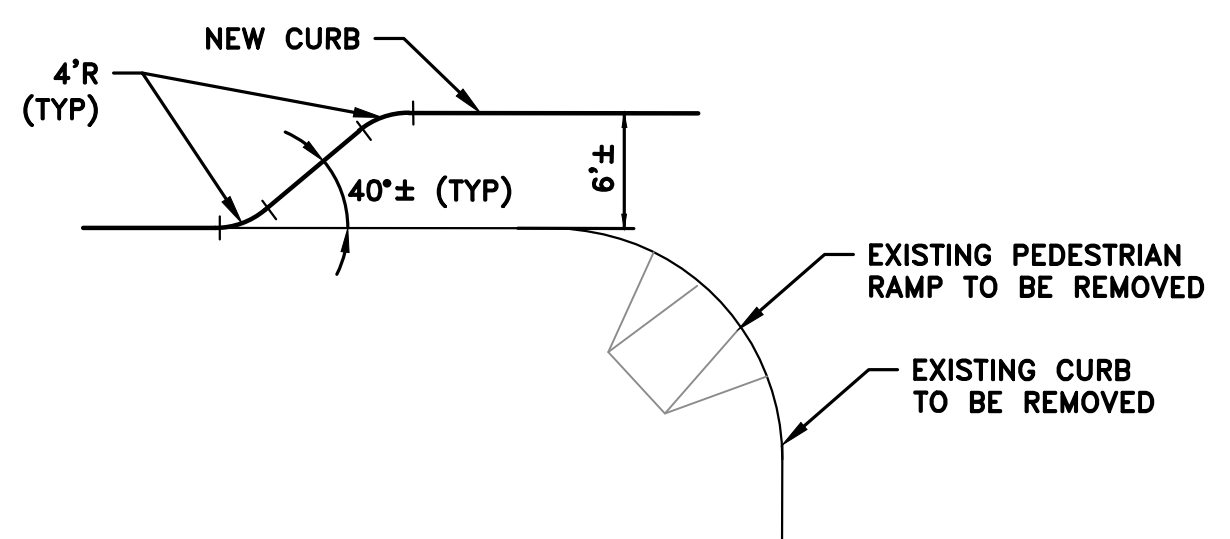
1. FOR CONCRETE SIDEWALK, STEEL FACED CONCRETE CURB, AND ADJACENT FULL DEPTH ROADWAY RECONSTRUCTION DETAIL, SEE DWG. TRS-1.
2. FOR GRANITE CURB AND ADJACENT FULL DEPTH ROADWAY RECONSTRUCTION DETAIL, SEE DWG. TRS-2.
3. ALL GRANITE REMOVED DURING CONSTRUCTION SHALL BE RETURNED TO GRAND CENTRAL PARTNERSHIP.
4. RAMPS ON THE NORTH SIDE OF THE INTERSECTION OF PARK AVENUE AND E. 42ND STREET ARE BEING ADDRESSED AS PART OF A METRO-NORTH PROJECT.
5. RAMPS ON THE SOUTH SIDE OF THE INTERSECTION OF PARK AVENUE WEST AND E. 42ND STREET ARE TO REMAIN AS THEY WERE RECENTLY RECONSTRUCTED AS PART OF PROJECT ID HWPLZ004M - RECONSTRUCTION OF PERSHING SQUARE WEST.
6. EXISTING MONUMENTS OR BPM PLATES TO BE PROTECTED AND REMAIN DURING CONSTRUCTION. ANY DAMAGE TO EXISTING MONUMENTS OR BPM PLATES CAUSED BY THE CONTRACTOR'S WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AS DIRECTED BY THE ENGINEER, AT NO COST TO THE CITY.
7. ALL PROPOSED SIDEWALKS ON E. 41ST STREET SHALL BE PIGMENTED CONCRETE SIDEWALKS UNLESS OTHERWISE NOTED. PROPOSED SIDEWALKS AT CORNER QUADRANTS AND DRIVEWAYS SHALL BE 7" CONCRETE SIDEWALK, WHILE ALL OTHER PROPOSED SIDEWALK LOCATIONS SHALL BE 4" CONCRETE SIDEWALK. SEE STANDARD DRAWING H-1045 AND NOTE 8 ON DRAWING UDP-02 FOR PIGMENTATION DETAILS.
8. ALL BACK OF SIDEWALK ELEVATIONS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL EXERCISE CAUTION TO NOT DAMAGE THE EXISTING WINDOWS, COLUMNS, WALLS, AND OR FOUNDATIONS OF ADJACENT BUILDINGS. THIS WILL REQUIRE HAND EXCAVATIONS. ANY DAMAGE TO THE BUILDING STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE CITY.
10. SCAFFOLDING FOR WORK ON BUILDINGS ADJACENT TO THIS PROJECT MAY BE PRESENT. THE CONTRACTOR IS ADVISED TO COORDINATE THE CONSTRUCTION SCHEDULE WITH STAKEHOLDERS SO AS TO HAVE MINIMAL DELAYS DUE TO THE PRESENCE OF SCAFFOLDING AT LOCATIONS OF PROPOSED WORK. THE COST OF ANY ADDITIONAL WORK OR DELAYS DUE TO THE CONFLICTS WITH SCAFFOLDING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN WORKING WITHIN THE VICINITY OF THE EXISTING UNDERGROUND VAULTS. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PERFORM TEST PITS AT THE LOCATION OF THE PROPOSED BOLLARDS ADJACENT TO THE VAULTS TO DETERMINE EXISTING FIELD CONDITIONS. THE CONSTRUCTION OF THE PROPOSED BOLLARD FOUNDATIONS SHALL PROCEED BASED ON EXISTING FIELD CONDITIONS AND AS DIRECTED BY THE ENGINEER. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE.
12. ALL STRUCTURAL DAMAGE TO EXISTING SUBGRADE VAULTS SHALL BE REPAIRED AND RESTORED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE CITY.
13. THE CONTRACTOR SHALL FIELD CHECK THE LOCATION SHOWN FOR THE SAWCUT LINE TO CONFIRM THAT IT DOES NOT IMPACT THE EXISTING VAULTS. THE CONTRACTOR SHALL EXERCISE CAUTION IN THIS TO ENSURE THAT THE VAULT IS NOT IMPACTED. ANY DAMAGES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.
14. ALL EXISTING SUBWAY FRAMES AND GRATES SHALL BE REPLACED IN THE SAME LOCATION. FOR SUBWAY FRAME AND GRATE DETAILS SEE DRAWING UD-1, FOR ELEVATIONS SEE DRAWING G-1.
15. NO SUBSURFACE DATA IS AVAILABLE. CONTRACTOR SHALL VERIFY EXISTING SUBSURFACE CONDITIONS PRIOR TO START OF WORK.
16. THE ELEVATION OF THE SUBWAY ROOF AND SUBWAY VENTILATOR SHAFT WERE OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL EXERCISE CAUTION IN EXCAVATING. THE CITY SHALL NOT BE LIABLE FOR ANY DISCREPANCIES. SEE RECORD PLANS FOR REFERENCE.
17. COORDINATION OF THE REMOVAL AND REINSTALLATION OF THE EXISTING CITI BIKE RACK MUST BE IN ACCORDANCE WITH GENERAL NOTE 8.04 ON DRAWING GN-1 AND AT NO ADDITIONAL COST TO THE CITY.
18. COST OF SIDEWALK REMOVAL AND EXCAVATION UP TO 10" DEPTH SHALL BE PAID UNDER SIDEWALK PAY ITEMS. EXCAVATION IN EXCESS OF 10" SHALL BE PAID FOR UNDER THE PRICE BID FOR PROPOSED BARRIERS.
19. FOR GENERAL NOTES SEE DRAWINGS GN1 TO GN3.
20. FOR GRADING PLAN SEE DRAWING G-1.
21. FOR REMOVALS PLAN SEE DRAWING UD-01.
22. FOR VAULT SURVEY DETAILS SEE DRAWING VC-1.
23. FOR UTILITY PLAN SEE DRAWING U-1.
24. FOR PAVEMENT MARKING PLANS SEE DRAWINGS PM-1 TO PM-2.
25. FOR BOLLARD LAYOUT PLAN AND DETAILS SEE DRAWINGS BLP-1 TO BLP-7 AND SS-1.
26. FOR CITYSCAPE SWING GATE FOUNDATION AND DETAILS SEE DRAWING BLP-7.
27. FOR MATERIALS AND PLAZA TREATMENT SEE LANDSCAPE PLANS DRAWINGS UDP-02, UDD-01 TO UDD-03.
28. FOR METAL LOUVER FENCE STRUCTURAL FOUNDATION DETAILS SEE DRAWING SS-2.
29. FOR TRAFFIC SIGNAL PLAN AND STREET LIGHTING PLAN SEE DRAWINGS TS-1 AND SL-1, RESPECTIVELY.



PLAN

SCALE: 1" = 20'

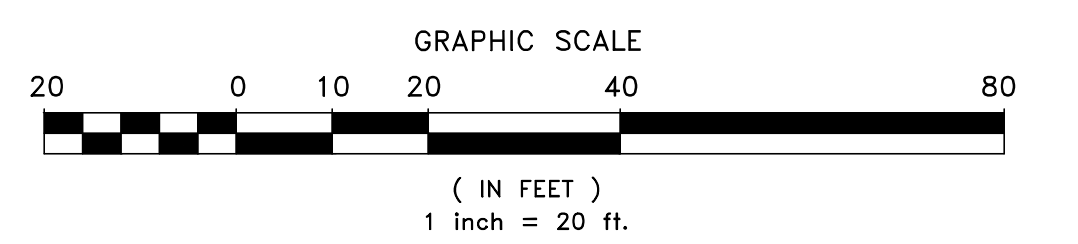
CURB - CURVE DATA TABLE							
CURVE	POINT	STATION	OFFSET	LENGTH	RADIUS	DELTA	TANGENT
1	PC	STA. 10+85.23	51.59L	9.59'	3.0'	180° 00' 00.00"	N/A
	PT	STA. 10+85.21	57.59L				
2	PC	STA. 10+85.41	15.67L	9.55'	3.0'	180° 00' 00.00"	N/A
	PT	STA. 10+85.39	21.75L				
3	PC	STA. 10+60.80	16.31R	2.79'	4.0'	40° 00' 00.00"	1.46'
	PT	STA. 10+63.38	15.38R				
4	PC	STA. 10+68.30	11.25R	2.79'	4.0'	40° 00' 00.00"	1.46'
	PT	STA. 10+70.87	10.32R				
5	PC	STA. 11+15.78	32.51R	2.79'	4.0'	40° 00' 00.00"	1.46'
	PT	STA. 11+16.71	35.08R				
6	PC	STA. 11+20.83	39.99R	2.79'	4.0'	40° 01' 52.17"	1.46'
	PT	STA. 11+21.76	42.57R				



DETAIL 1 - TYPICAL NECKDOWN DETAIL
N.T.S.

LEGEND:

- FIXED BOLLARD
- REMOVABLE BOLLARD
- ⊕ CURVE NO.



IT IS A VIOLATION OF SECTION 7209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED. IF AN ITEM BEARING THE SEAL OF A PROFESSIONAL ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE, THE DATE, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NO.	DATE	DESCRIPTIONS	BY	APPR'D
1	1/19/21	CHANGED SIDEWALK PAVEMENT TYPE	PC	TT



FINAL DESIGN PREPARED BY:
AECOM
TOURAJ TEHRANI
DATE

DRAWN BY: MK
SCALE AS SHOWN
CADD FILE: HWPLZ015M-C-01-01-01.dwg

CITY OF NEW YORK
DEPARTMENT OF DESIGN + CONSTRUCTION
DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

HIGHWAY CONSTRUCTION PLAN

PERSHING SQUARE EAST RECONSTRUCTION
BOROUGH OF MANHATTAN
PROJECT ID: HWPLZ015M
DATE: NOVEMBER 2020
SHEET 13R OF 56
H-1
H-1

PROJECT ID: HWPLZ015M

EXPLANATION OF TERMS

SOIL SIZES

Description Term	Pass Sieve No.	Retained Sieve No.	Size Range
Clay		(Note 1)	< 0.075 mm
Silt	200		0.075 to 0.420 mm
Fine Sand (F)	40	200	0.420 to 2.00 mm
Medium Sand (M)	10	40	2.00 to 4.75 mm
Coarse Sand (C)	4	10	4.75 to 75 mm (3")
Gravel (Note 2)			> 75 mm (3")
Cobbles			3" to 12"
Boulders			> 12"

NOTES: 1. Atterberg limit can be conducted to classify fine grained soil to classify the sample in addition to field tests.
2. For visual identification, NYC Building Code does not distinguish between Fine and Coarse Gravel.

QUANTITATIVE ESTIMATE

Minor Components	Percentage Range	Soil Type	Thread Dia.	Plasticity Index
AND	35 - 50	SILT	None	Zero
SOME	20 - 35	CLAYEY SILT	1/4 inch thread	1 to 5
LITTLE	10 - 20	SILT & CLAY	1/8 inch thread	5 to 10
TRACE	<10	CLAY & SILT	1/16 inch thread	10 to 20
		SILTY CLAY	1/32 inch thread	20 to 40
		CLAY	1/64 inch thread	40 or more

UNIFIED SOIL CLASSIFICATION SYSTEM

USCS	Typical Descriptions	USCS	Typical Descriptions
GW	Well-graded gravels, gravel - sand mixtures, less than 5% fines.	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
GP	Poorly-graded gravels, gravel - sand mixtures, less than 5% fines.	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
GM	Silty gravels, gravel - sand - silt mixtures, more than 12% fines.	OL	Organic silts and organic silty clays of low plasticity
GC	Clayey gravels, gravel-sand-clay mixtures, more than 12% fines.	MH	Inorganic silt, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
SW	Well-graded sands, gravelly sands, less than 5% fines.	CH	Inorganic clays of high plasticity. Fat clays.
SP	Poorly-graded sands, gravelly sands, less than 5% fines.	OH	Organic clays of medium to high plasticity, organic silts.
SM	Silty sands, sand - silt mixtures, more than 12% fines.	PT	Peat and other highly organic soils.
SC	Clayey sands, sand - clay mixtures, more than 12% fines.		

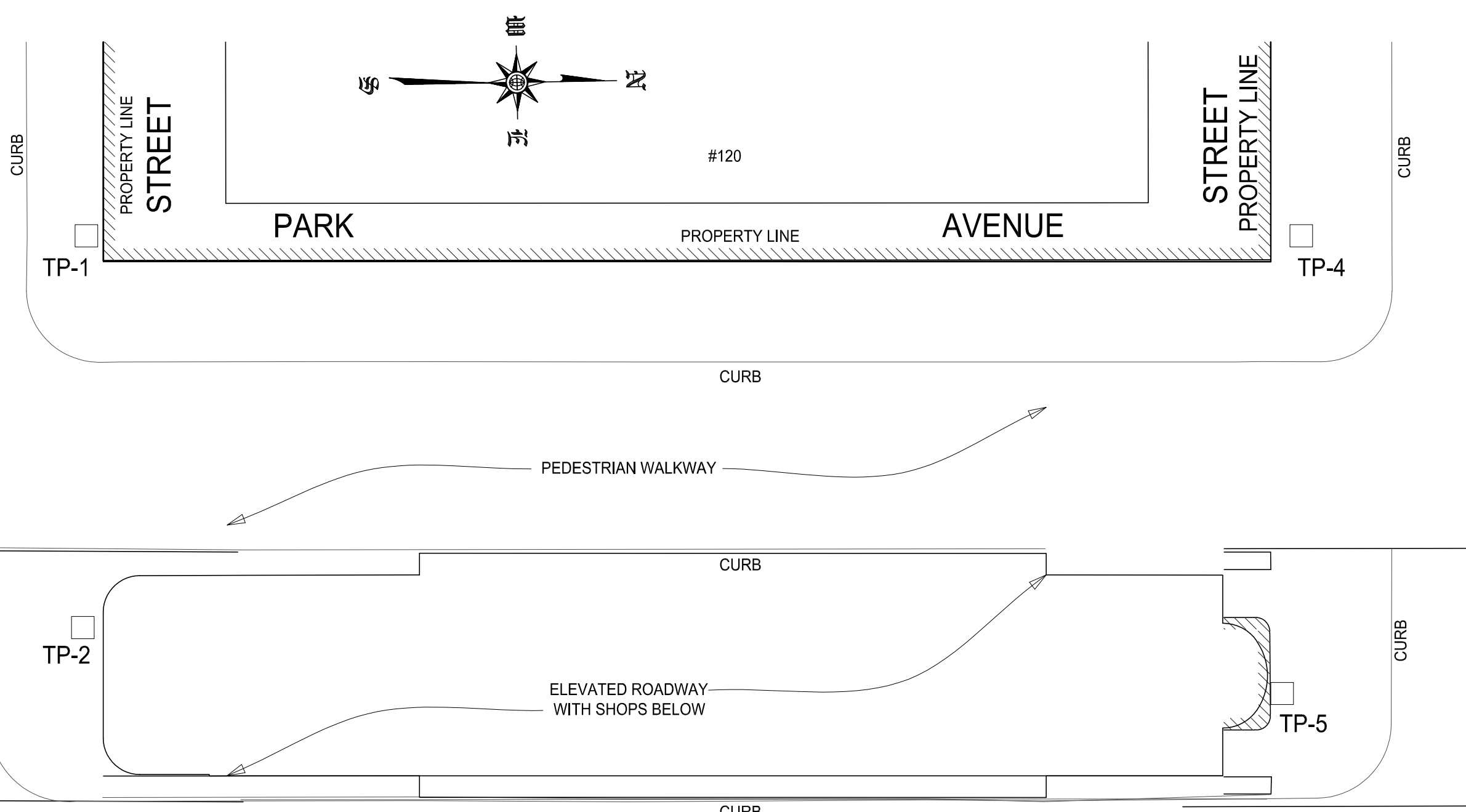
NEW YORK CITY BUILDING CODE CLASS OF MATERIALS

1. Bedrock 1a. Hard sound rock 1b. Medium rock 1c. Intermediate rock 1d. Soft rock	4. Clays (SC, CL and CH) 4a. Hard 4b. Silty 4c. Medium
2. Sandy gravel and gravel (GW, GP) 2a. Dense 2b. Medium	5. Silts and silty soils (ML and MH) 5a. Dense 5b. Medium
3. Granular soils (GC, GM, SW, SP, SM and SC) 3a. Dense 3b. Medium	6. Nominally unsatisfactory bearing materials 7. Controlled and uncontrolled fills

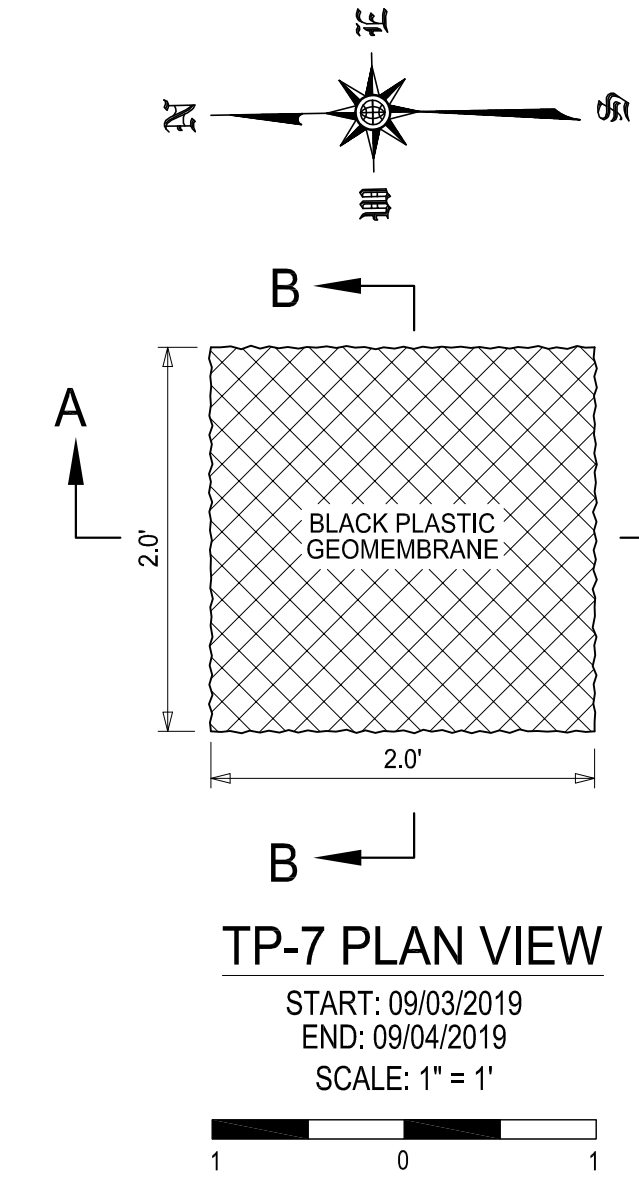
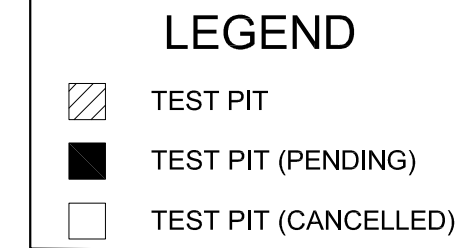
ROCK CLASSIFICATION

HARDNESS:	WEATHERING:
Extremely (Ext) Hard - Intact specimen can only be chipped, not broken, by repeated, heavy blows of a geological hammer	Fresh (Fr) - No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces
Very (V) Hard - Cannot be scratched with a steel nail. Inact specimen breaks only by repeated, heavy blows with geological hammer	Slightly - Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition
Hard - Intact hand-held specimen requires more than one hammer blow to break it. Can be faintly scratched by steel nail	Moderately (Mod) - Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones
Moderately (Mod) Hard - Can't be peeled or scraped with knife. Can be distinctly scratched with a steel nail	Highly - More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones
Moderately (Mod) Soft - Shallow indentations (0.04 to 0.12 in.) can be made by firm blows with point of geologic pick. Can be peeled with pocket knife with difficulty	Completely (Comp) - All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact
Soft - Hand-held specimen crumbles under firm blows with point of geologic pick	
Very (V) Soft - Can be scratched with fingernail. Slight indentation produced by light blow of point of geologic pick. Requires power tools for excavation	

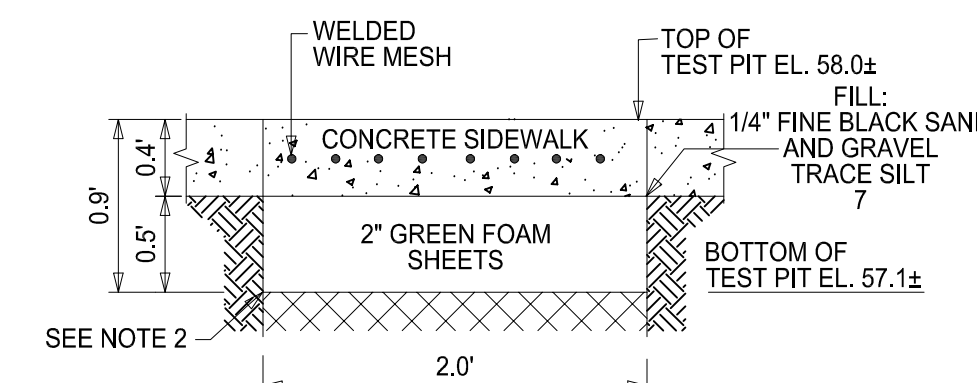
GENERAL NOTES:
1. Soil analyzed with organic content greater than 12 percent is classified as organic soil (OL or OH). Soil with less than 12 percent is classified as "trace organic" and not classified as organic soil. Soil with 30 percent or more organic content is classified as Peat (PT).
2. When laboratory results are not available, the group symbols are assigned based on the DDC soil description by visual identification and field tests by the Inspector.
3. All Borings, unless otherwise noted are cleared for utilities using either hand auger or vacuum extraction method to 6 feet below ground surface. Strata elevations and soil classification indicated in the borings within this zone are inferred based on visual observations and field judgement by the field Inspector.
4. If any of the f-c grain size is less than 10 percent by weight of the sample then the grain size is not included in the sample description. If any of the two grain sizes is less than 10 percent by weight but the summation of the two equals or greater than 10 percent, then report all sizes.



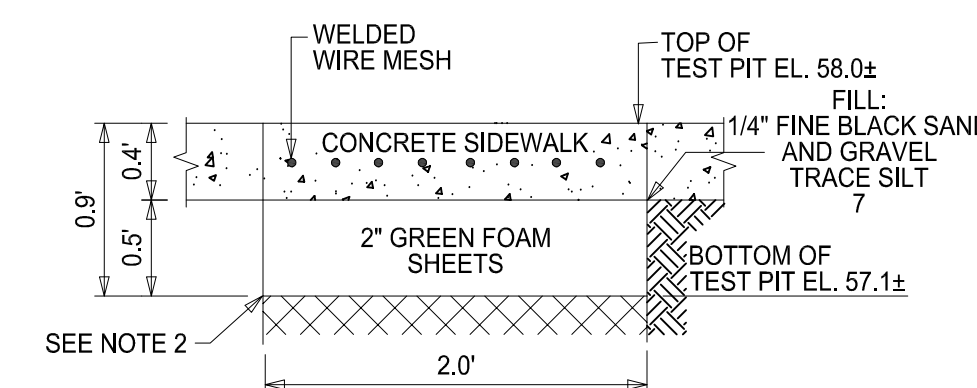
LOCATION PLAN
SCALE: 1" = 20'



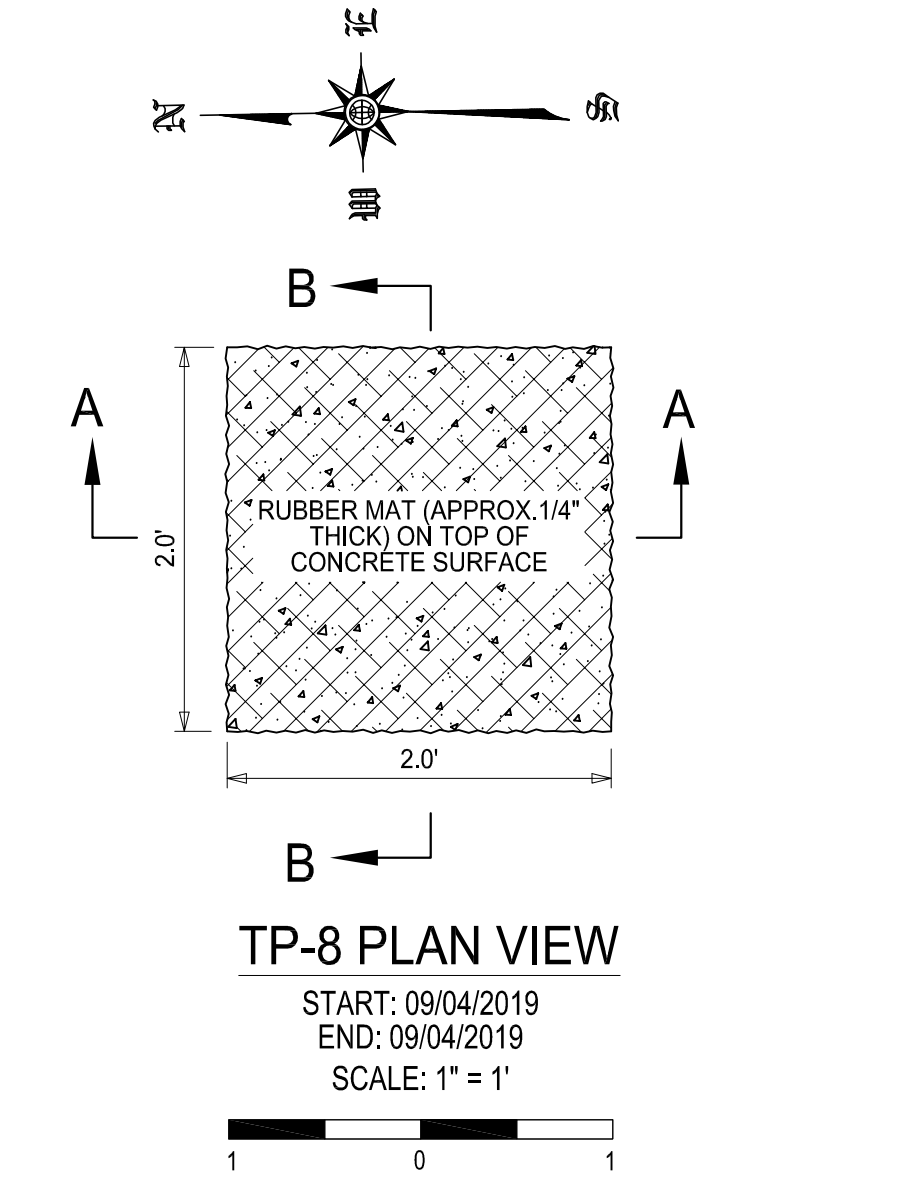
TP-7 SECTION A-A
(LOOKING EAST)
SCALE: 1" = 1'



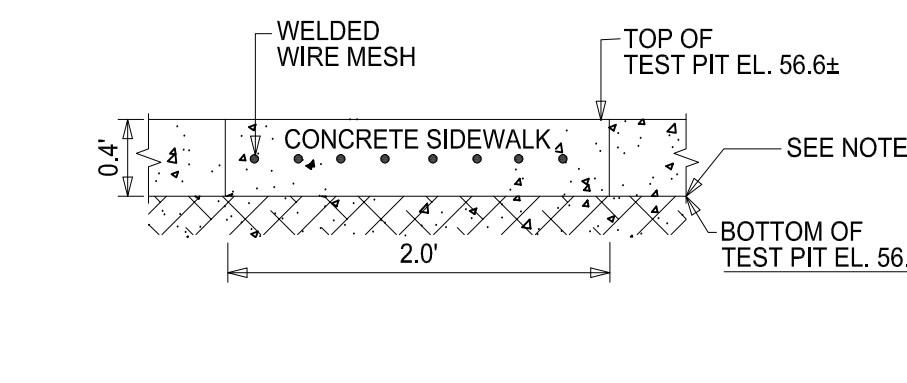
TP-7 SECTION B-B
(LOOKING NORTH)
SCALE: 1" = 1'



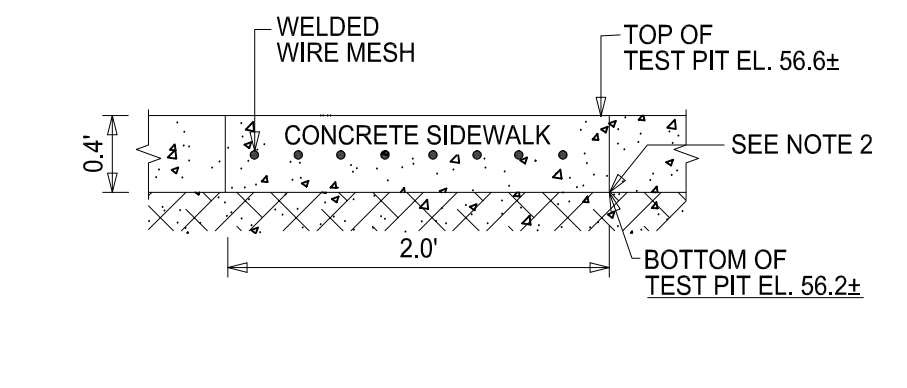
NOTE:
1. TP-7 WAS TERMINATED AT DEPTH OF 0.9 FT BELOW GROUND SURFACE (BGS) DUE TO ENCOUNTERING A BLACK PLASTIC GEOMEMBRANE OBSTRUCTION OVERLAIN BY A GEOTEXTILE FABRIC.
2. AT THE BOTTOM OF THE TEST PIT, A BLACK PLASTIC GEOMEMBRANE WAS ENCOUNTERED WITH A THIN LAYER OF GEOTEXTILE FABRIC ON TOP. THE GEOMEMBRANE WAS MEASURED TO BE AT LEAST 2 INCHES THICK.



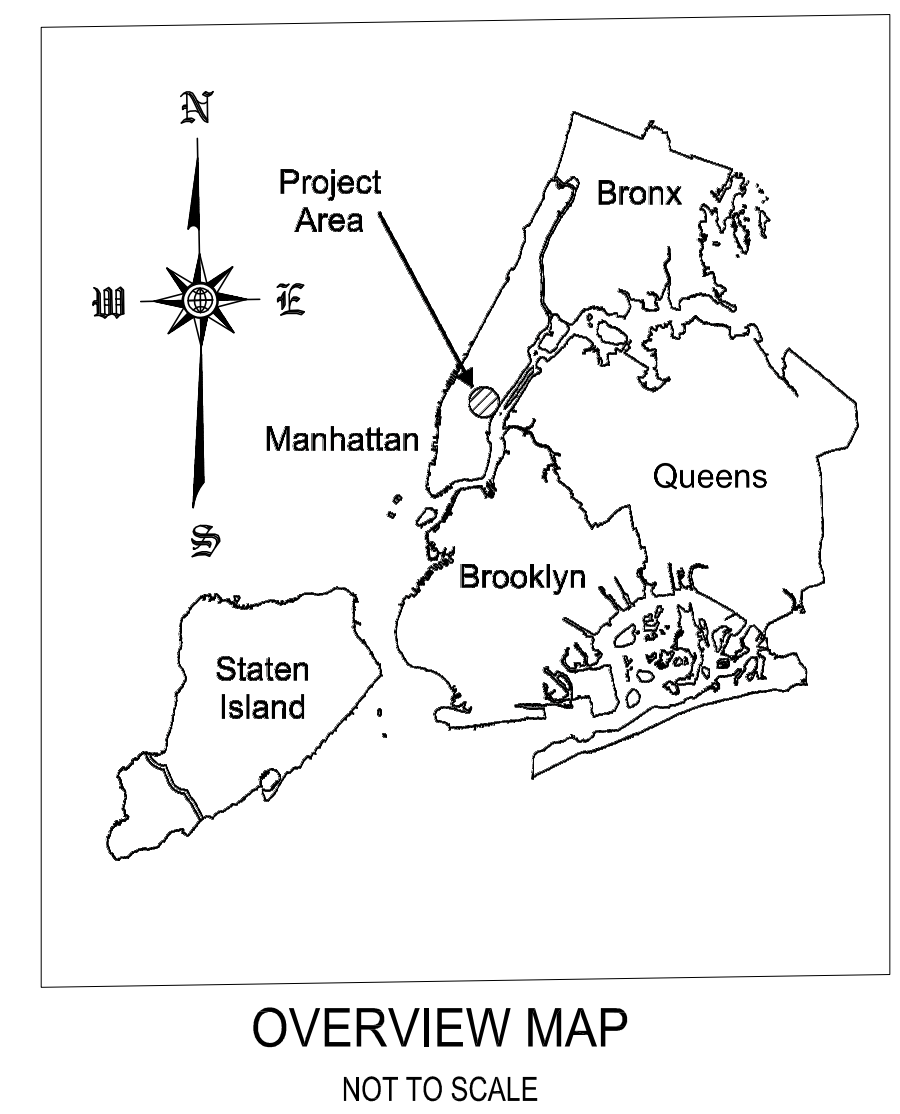
TP-8 SECTION A-A
(LOOKING EAST)
SCALE: 1" = 1'



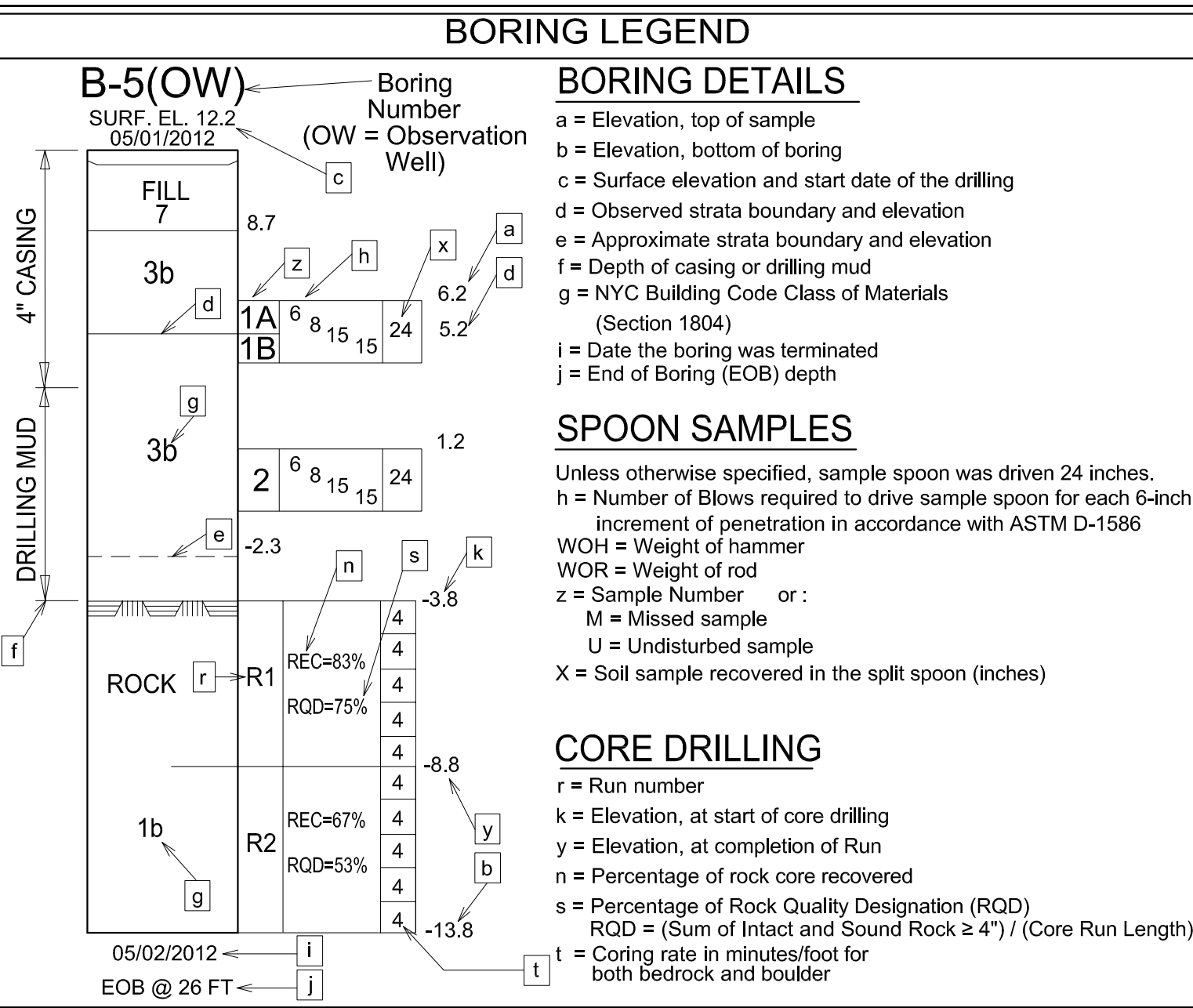
TP-8 SECTION B-B
(LOOKING NORTH)
SCALE: 1" = 1'



NOTE:
1. TP-8 WAS TERMINATED AT DEPTH OF 0.4 FT BGS DUE TO ENCOUNTERING A CONCRETE OBSTRUCTION OVERLAIN BY A GEOTEXTILE FABRIC.
2. AT THE BOTTOM OF THE TEST PIT, A GEOTEXTILE FABRIC WAS ENCOUNTERED AND WAS MEASURED TO BE 0.25 INCHES THICK DIRECTLY OVER THE CONCRETE OBSTRUCTION.



OVERVIEW MAP
NOT TO SCALE



BORING LEGEND
B-5(OW) - Boring Number (OW = Observation Well)
a = Elevation, top of sample
b = Elevation, bottom of boring
c = Surface elevation and start date of the drilling
d = Observed strata boundary and elevation
e = Approximate strata boundary and elevation
f = Depth of casing or drilling mud
g = NYC Building Code Class of Materials (Section 1804)
i = Date the boring was terminated
j = End of Boring (EOB) depth

SPOON SAMPLES
Unless otherwise specified, sample spoon was driven 24 inches.
h = Number of Blows required to drive sample spoon for each 6-inch increment of penetration in accordance with ASTM D-1586
WOH = Weight of hammer
WOR = Weight of rod
z = Sample Number or:
M = Missed sample
U = Undisturbed sample
X = Soil sample recovered in the split spoon (inches)

CORE DRILLING
r = Run number
k = Elevation, at start of core drilling
y = Elevation, at completion of Run
n = Percentage of rock core recovered
s = Percentage of Rock Quality Designation (RQD)
RQD = (Sum of Intact and Sound Rock $\geq 4"$) / (Core Run Length)
t = Coring rate in minutes/foot for both bedrock and boulder

SUBSURFACE INVESTIGATION NOTES:
1. SURVEY PLAN WAS TAKEN FROM DRAWING "TOPOGRAPHICAL & PROPERTY LINE MAP" PREPARED BY DIVISION OF PROGRAM MANAGEMENT SITE ENGINEER OF NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION (NYCDDC), DATED DECEMBER 16, 2016.
2. TEST PITS TP-1, TP-2, TP-4 AND TP-5 WERE REMOVED FROM THE SCOPE OF WORK BY NYC DDC PM.
3. TEST PITS TP-3, TP-6, AND TP-9 TO BE COMPLETED AT A LATER DATE PENDING THE REMOVAL OF SCAFFOLDING AROUND 125 PARK AVENUE.

IMPORTANT NOTES:

- The Boring Logs shown on this sheet are the result of inferences drawn by the engineers or scientists during boring operations at the site, and from certain visual evidence such as: (a) samples of subsurface materials recovered during boring operations; (b) the logs kept by the drill operator and the inspector, which contain, among other things, expression of their opinions as to the nature of subsurface materials encountered during boring operations; and (c) other records concerning the site deemed pertinent by the engineers. The driller's log, the inspector's log, the samples and the records, together with the engineer's reports, are made available for inspection and study by the bidders so that they may draw their own inferences from all of the available evidence.
- Bidders are warned that in the subsurface, other than that actually penetrated by the borings, obstructions, both natural and man-made, and which are not indicated on the Boring Logs, may be encountered, and that the Boring Logs make no representations or warranties either as to the presence or absence of such obstructions, or as to their nature and extent. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface, and the bidder is required to estimate the influence of such features from his own inspection of the site.
- In addition, bidders are warned that in the subsurface other than that actually penetrated by the borings, soil or rock may vary widely, with regard to elevation, composition, texture, structure, perviousness, soundness, and other characteristics, from the descriptions given on the Boring Logs and all reports.
- The "groundwater reading", shows the elevation of groundwater in the boring holes at the times indicated. They may or may not indicate the elevations of perched water or true groundwater table during boring operations or subsequently thereafter.
- The samples are described using the DDC Soil Description and Rock Classification, followed by Group Symbols from the Unified Soil Classification System and the 2014 NYC Building Code Class of Materials.

EQUIPMENT (Unless otherwise noted. See subsurface investigation notes.)
Type of spoon hammer - lbs.
Weight of casing hammer - lbs.
Weight of spoon hammer - lbs.
Size of casing - inches.

Size of Split spoon - inches.
Size of Core Bit - inches.
Type of Core Barrel - inches.

DATUM NOTE: All elevations shown on this survey refer to the North American Vertical Datum of 1988 "NAVD88".

JAMES TROTTA, P.G.
SOIL AND ROCK ANALYSIS BY

YOUSOF ABDALJALIL, Ph.D., P. E.
GEOTECHNICAL ENGINEER
CDM SMITH

RICHARD G. MESEROLE, P.G., ENV SP
DEPUTY DIRECTOR
OEGS

JEAN M. JEAN-LOUIS
ASSISTANT COMMISSIONER
DIVISION OF SAFETY AND SITE SUPPORT

NO.	DATE	DESCRIPTIONS REVISIONS	APPR'D

NYC DDC Department of Design and Construction

CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION

HWPLZ015M
4274

PREPARED FOR:
DIVISION OF SAFETY AND SITE SUPPORT
OFFICE OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES

CONSULTANT NAME: CDM SMITH
14 WALL STREET, SUITE 1702
NEW YORK, NEW YORK 10005

CONTRACTOR NAME: AARCO ENVIRONMENTAL SERVICES
50 GEAR AVENUE
LINDENHURST, NEW YORK 11757

PROJECT NAME:
RECONSTRUCTION OF PERSHING SQUARE EAST
PARK AVENUE BETWEEN EAST 41ST STREET AND EAST 42ND STREET
BOROUGH OF MANHATTAN

RECORD OF TEST PITS

SEAL & SIGNATURE

DATE: SEPTEMBER 26, 2019
PROJECT NO: HWPLZ015M
DRAWING BY: RON BARDHAN
CHK BY: MOHAMAD HOBALLAH, YOUSOF Q. ABDALJALIL, Ph.D., P.E., JOHN BRIAND, P.E.
DWG No: B-101.00
CADD FILE No: 4274-ROB-01
SHEET 1 OF 1

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question #1:

For Item 6.02 XHEC and 6.02 XSCW please clarify how the distance dimensions associated with these items are measured. Is the distance measured only in the horizontal plane, or is it in any direction? For example, if excavation is taking place at grade directly above a buried transit facility and the facility is buried at a depth of 9 feet, is the distance to the facility zero feet since the work is directly above it, or 9 feet as it is measured vertically? For facilities which are buried at an unknown depth and never exposed, how is this dimension determined?

DDC's Response:

The distance associated with Item Numbers 6.02 XHEC and 6.02 XSCW is measured horizontally. The depth is not relevant.

Question #2:

In the bid schedule there is an item T-2.4-Install Type M-2 Post, but there is no furnish item for the M-2 Post. Please confirm if we are furnishing any new M-2 Poles or if we will re-install existing M-2 Poles?

DDC's Response:

No new M-2 posts will be furnished by the Contractor. The light poles in this area belong to Grand Central Partnership (GCP). GCP will determine whether a new pole will be required or if the existing pole will be used. If a new pole is proposed, it will be furnished by GCP for the Contractor to install at the location indicated on the plans.

Question #3:

Sheet 58 of the .pdf plans downloaded from DDC's website states "DRAWINGS FOR REFERENCE ONLY". Which drawings are for reference only? What is the meaning/intent of this note?

DDC's Response:

Sheets 58-121 are record plans provided to the bidder for information only. Sheet TC1 includes a note for which sheets are for reference only.

Question #4:

There are three items for detectable warning surfaces (4.13 DE, 4.13 DS and 4.13DSA). The drawings only indicate that the ramps that will use 4.13 DS. Please let us know which ramps will use 4.13 DE and/or 4.13 DSA, or where these items are to be utilized.

DDC's Response:

4.13 DE are proposed on the south side of E. 41st Street and 4.13 DSA are to be used as needed during construction. See MPS plans for locations.

Question #5:

In the provided COME Stipulations we were not given work hours for Park Ave West Plaza between 41st ST and 42nd ST. Do the same hours as Park Ave East Plaza apply?

DDC's Response:

No work is expected in the Park Avenue West Plaza with the exception of the installation of the bollards. This work would be considered along 41st Street and 42nd Street, work is 24 hours a day, seven days a week (24/7).

Question #6:

On the "Highway Construction Plan" (sheet 13), full depth reconstruction is called out at the top left corner in between the asphalt grinding area and the 7" pigmented sidewalk corner quadrant. What detail provided shall we use for this full depth reconstruction?

DDC's Response:

Please use the full depth reconstruction detail shown DWG TRS-1 for Steel Faced Concrete Curb. The detail shows 1' of reconstruction, however, the width of reconstruction at the southwest corner of E 41st Street varies. See Highway Construction plan for the width of reconstruction.

Question #7:

Please see "Record of Test Pits" (sheet 77-80) in the contract drawings. I believe the intent of these sheets was to show test pit information on both the West and East Plaza. Unfortunately, the same test pit information was provided twice. There is only information on the West plaza and not the east. Please advise.

DDC's Response:

Record of Test Pits plan, DWG NO. B-101, for the Pershing Square East plaza included at the end of the reference drawings.

Question #8: Please see "Highway Construction Plan" (sheet 13) and "Urban Design Plan" (sheet 33). There is an inconsistency with both of these sheets. On sheet 13 they call out both sidewalk corner quadrants on the left-hand side to be "New Pigmented Concrete Sidewalk" while sheet 33 calls out both sidewalk corner quadrants on the left-hand side to be "Unpigmented Concrete Pavement at Sidewalk". What material do we need to use at these corner quadrants? Please advise.

DDC's Response:

The material used at the corner quadrants is unpigmented. South West Corner and South East Corner of E. 41st Street should be unpigmented. See revised Highway Construction plan, DWG NO. H-1.

Question #9:

Please see "Highway Construction Plan" (sheet 13) and "Urban Design Site Plan" (sheet 82). There is an inconsistency with both of these sheets. On sheet 13 they call out the sidewalk on E. 41st ST to be "New Pigmented Concrete Sidewalk" while sheet 82 calls out the sidewalk on E. 41st ST to be "Asphalt Block Pavers". What material do we need to use at this sidewalk? Please advise.

DDC's Response:

Sheets 58 through 121 are for reference only. Sheet 82 was for the construction of the Park Avenue West Plaza. The callout for sidewalk on E. 41st Street on the Highway Construction Plan is correct.

Question #10: Based off of the "Highway Construction Plan" (sheet 13), it is my understanding that concrete at Mall Nosing's is 7" thick and does not have pigment while concrete at swing gates location and corner quadrants is 7" thick and will have pigment. The bid Schedule does not reflect this for the 7" Concrete sidewalk items (4.13BAS & 4.13BBS). There is sidewalk quadrant and swing gate area than nosing area, but unpigmented quantities are bigger than pigmented quantities. Please advise.

DDC's Response:

Quantities for 4.13 BBS (7" Concrete Sidewalk (Pigmented)) apply to the concrete at the swing gate. Quantities for 4.13 BAS (7" Concrete Sidewalk (Unpigmented)) apply to the corner and mall nose. See revised Highway Construction plan, DWG NO. H-1.

Question #11: We have the following items indicated in the contract drawings (sheet 82-120); however, they are not part of the owner's bid item list. We would like to know why they are on the contract drawings and not in the owner's bid item list. Do you intend to give us this work later? Please advise.

7.55 BPR	Bronze Planter Railing 18" High
6.74 BE	Bronze Raised Edging
7.55 BSR	Bronze Stair Railing
7.55 BSR	Bronze Terrace Railing
7.54 BTD12	Bronze Trench Drain F+G 12" Wide
7.54 BTD8	Bronze Trench Drain F+G 8" Wide
6.74 BV	Bronze Veneer Wall
9.95 GCB	Granite Curb Wall
9.95 GST	Granite Stair Tread
6.74 PRE	Hidden Edging
6.04 DG	Decorative Gravel
7.50 RB	River Bench
8.15 DF	River Drinking Fountain

DDC's Response:

The Pershing Square West plaza has already been constructed. These sheets are for reference only.

Question #12:

Please see "Utility Plan" (sheet 14) profile view. A new 12" DIP Storm Sewer Pipe is called out, but it is not part of the owner's bid item list. Will you be providing a bid item for this? If not, under what item will we get paid for the 12" DIP Storm pipe?

DDC's Response:

The quantity of pipe for the MH (new Type A-1) to MH (existing) connection is paid for under Item 52.11D12.

Question #13:

After removing waterproofing, will sounding inspection of the concrete vault surfaces be required and/or any repair anticipated? If so, how will it be paid?

DDC's Response:

Any damage to the vault while removing the waterproofing will be restored by the Contractor to the satisfaction of the Engineer at no additional cost to the City. See Notes on Highway Construction plan, DWG NO. H-1.

Question #14:

Is the concrete inside the fixed and removable bollards precast or is it "cast-in-place"?

DDC's Response:

The Pre-engineered bollards, both fixed and removable, must be as per bollard vendor requirements. See Specification Section 7.07 SB.

Question #15:

Will the concrete inside the (3) bollards in the “Engineered Vehicular Barrier” be cast-in-place or will they be precast by the manufacturer? The drawing calls for the concrete inside these bollards to be 5000 psi.

DDC’s Response:

Concrete for Engineered Vehicular Barriers is cast-in-place. See Note 2 under Cast-In-Place Concrete on DWG BLP-3.

Question #16:

Please specify what is the concrete strength for the concrete inside the fixed and removable bollards.

DDC’s Response:

All Pre-engineered bollards, both fixed and removable, must be as per bollard vendor requirements and meet the M50 crash rating of ASTM F2656 with P1 Penetration as stated on DWG SS-1. See Specification Section 7.07 SB.

Question #17:

Please See Sheet 46 of 56 / M-2: Under “Stage I: Installation of Water Mains...” Note 6 states no payment made for crossing guards during water main work. Please confirm this is correct.

DDC’s Response:

NOTE 6 refers to “flagmen” not “crossing guards”, and it is correct.

Question #18:

Please See Sheet 46 of 56 / M-2: Under “Stage II: Installation of Sewers...” Note 5 states no payment for crossing guards during sewer work and Note 9 says no payment for temporary asphalt. Please confirm these are correct.

DDC’s Response:

NOTE 5 refers to “crossing guard/flagperson” and is an exception and will not be paid for under this stage. NOTE 9 is correct.

Question #19:

Is a more clear copy of Sheet 16 available? Detail A and Detail B can hardly be used as they are too blurry.

DDC’s Response:

No. Sheet 16 was derived from Reference Sheet 76 and uses these plans as a background per the direction of NYCT.

Question #20:

Where are the Guard Booths that are supposed to be removed under item 6.59 REM?

DDC’s Response:

No guard booths are present. Item 6.59 REM also includes the removal of Concrete Planters, Concrete Barrier Sections, Bollards and Concrete Blocks. See Note 18 on DWG UDP-01.

Question #21:

Will item NYCT-7A.2 – Waterproofing Protection Board be paid only for the waterproofing of NYCT vaults/roofs?

DDC’s Response:

Correct. NYCT-7A.2 is for the waterproof protection board for the area under over the NYC Transit Vault. All other waterproofing and membrane is paid for under Item No. 8.22 D. See DWG. TRS-1 for details.

Question #22:

Will vaults (other than NYCT vaults) be required to have a waterproof board? If so, under what item will it be paid?

DDC's Response:

See Note 2 on DWG TRS-1 for waterproofing limits and pay item numbers.

Question #23:

Various drawings refer to Note # 4 on drawing H-1 for notes regarding waterproofing, however Note # 4 applies to sidewalk ramps. Please clarify.

DDC's Response:

See Note 2 on DWG TRS-1 for waterproofing limits and pay item numbers. See Note 11 on DWG H-1 for the note on vaults.

Question #24:

Heald Matador bollards do not show how they are being powered. Please advise if there is any electrical conduit/piping that needs to be installed as part of this bollard system.

DDC's Response:

Heald Matador bollards are manual and do not require power.

Question #25:

On Sheet 14 of 56, the plan and profile shows around 17 LF of 12" D.I.P. Storm Sewer, but there is no pay item found for this. Please clarify as to which item the 12" sewer will be paid under.

DDC's Response:

The quantity of pipe for the MH (new Type A-1) to MH (existing) connection is paid for under Item 52.11D12.

Question #26:

In Schedule A, page SA-1, it shows that Contractors must provide the safety personal of both a Project Safety Representative and a Dedicated, full-time Project Safety Manager. If a Dedicated, full-time Project Safety Manager is to be provided, why must a Project Safety Representative also be provided? Please clarify.

DDC's Response:

The Project Safety Representative and the Dedicated full-time Project Safety Manager have different responsibilities. However, one individual may perform both duties.

Question #27:

What size of welded wire mesh is to be used on the concrete base for pavers. Please specify gauge #, spacing and if the mesh must be coated.

DDC's Response:

The welded wire mesh will be as indicated on NYCDOT STANDARD DETAILS OF CONSTRUCTION DWG NO. 1045 spacing. No coating.

Question #28:

The wayfinding structure in the plaza installation drawings is indicated as to be done by others. However, there are pay items for wayfinding installation in the bid schedule. Please clarify who will perform this contract item.

DDC's Response:

The Contractor will be responsible for installing the foundation of the wayfinding totems. See DWGs WD-1 and WD-2 for details and specifics related to this work.

Question #29:

Sheet 13, Under Note #10 – How is it determined if the party responsible for the scaffolding refuses to “coordinate” with the contractor and what authority does DDC have should this occur?

DDC’s Response:

The Contractor must identify the presence of scaffolding within the project limits at the start of the project and determine the duration of the associated construction and how it will impact this project’s schedule. The RE shall be notified immediately if this information is not obtainable and/or if the scaffolding will impact the project schedule.

Question #30:

Is a construction trailer acceptable for a field office?

DDC’s Response:

Please refer to SECTION 6.40 - Engineer’s Field Office regarding use of mobile trailer as field office.

Question #31:

Please provide a contact person at NYCTA for coordination and submittals.

DDC’s Response:

Please contact NYCTA through the web link provided in article P, page S-5 of the S-Pages in the (A) GENERAL PROVISIONS section of the BOOK 3 OF 3.

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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE / TIME 02/03/2021, 8:30 AM to 11:00AM

BID OPENING DATE / TIME: 02/03/2021, 11:30 AM

PROJECT NO.: HWPLZ015M

DESCRIPTION: **PERSHING SQUARE EAST RECONSTRUCTION, MANHATTAN**

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	1/26/2021	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (2)	
2	1/29/2021	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWPLZ015M

PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: January 29, 2021

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the Contract Drawing, "MAINTENANCE AND PROTECTION OF TRAFFIC GENERAL NOTES II" sheet number 46 of 56 / M-2; notes under the subtitles:
 - a) "STAGE I: installation of WATER MAINS LESS THAN 20" IN DIAMETER"
 - b) "STAGE II: INSTALLATION OF SEWERS, CATCH BASINS AND BASIN CONNECTIONS";**Delete** note number 6 from STAGE I and 5 from STAGE II, in their entirety;
Substitute the note number 5 and 6 with "NO TEXT".
2. **Refer** to ADDENDUM NO.1, DATED: JANUARY 26, 2021, Page 4 of 6 of the attachments;
Delete Page 4 of 6 in its entirety;
Substitute with the attached revised Page 4R of 6.
NOTE: Answers to question 17 and 18 revised.
[Number of attachments 1]
3. For additional information see the attached page of "Questions Submitted by Bidders and DDC's Responses".
[Number of attachments 2]

END OF ADDENDUM NO. 2

By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.

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

for 
Jorge Tua, P.E.
Executive Director

MFM Contracting Corp
Name of Bidder

By: Jeremy Thompson

Question #15:

Will the concrete inside the (3) bollards in the “Engineered Vehicular Barrier” be cast-in-place or will they be precast by the manufacturer? The drawing calls for the concrete inside these bollards to be 5000 psi.

DDC’s Response:

Concrete for Engineered Vehicular Barriers is cast-in-place. See Note 2 under Cast-In-Place Concrete on DWG BLP-3.

Question #16:

Please specify what is the concrete strength for the concrete inside the fixed and removable bollards.

DDC’s Response:

All Pre-engineered bollards, both fixed and removable, must be as per bollard vendor requirements and meet the M50 crash rating of ASTM F2656 with P1 Penetration as stated on DWG SS-1. See Specification Section 7.07 SB.

Question #17:

Please See Sheet 46 of 56 / M-2: Under “Stage I: Installation of Water Mains...” Note 6 states no payment made for crossing guards during water main work. Please confirm this is correct.

DDC’s Response:

Please see article 1 of this ADDENDUM# 2 at page A2-1.

Question #18:

Please See Sheet 46 of 56 / M-2: Under “Stage II: Installation of Sewers...” Note 5 states no payment for crossing guards during sewer work and Note 9 says no payment for temporary asphalt. Please confirm these are correct.

DDC’s Response:

Please see article 1 of this ADDENDUM# 2 at page A2-1.

Question #19:

Is a more clear copy of Sheet 16 available? Detail A and Detail B can hardly be used as they are too blurry.

DDC’s Response:

No. Sheet 16 was derived from Reference Sheet 76 and uses these plans as a background per the direction of NYCT.

Question #20:

Where are the Guard Booths that are supposed to be removed under item 6.59 REM?

DDC’s Response:

No guard booths are present. Item 6.59 REM also includes the removal of Concrete Planters, Concrete Barrier Sections, Bollards and Concrete Blocks. See Note 18 on DWG UDP-01.

Question #21:

Will item NYCT-7A.2 – Waterproofing Protection Board be paid only for the waterproofing of NYCT vaults/roofs?

DDC’s Response:

Correct. NYCT-7A.2 is for the waterproof protection board for the area under over the NYC Transit Vault. All other waterproofing and membrane is paid for under Item No. 8.22 D. See DWG. TRS-1 for details.

Question #1:

Regarding the response to Question #21 in Addendum #1 – is the reference to “membrane” the same as “waterproofing protection board”?

DDC’s Response:

No. Waterproofing membrane and waterproofing protection board are different materials. Please refer to Note 2 on TRS-1 for pay items and see Specification Sections 8.22 and NYCT-7A for material specifications.

Question #2:

Is there any specific work that can be identified under Item 8.26 R Stone Masonry Wall Restoration? If not, this item should be bid as an allowance item, otherwise estimating the cost is not possible.

DDC’s Response:

Work under Item 8.26 R consists of any necessary granite repairs along the Park Avenue Viaduct.

Question #3:

Various notes contained in the “General Notes and Conditions for Utility Work” make reference to EP-7 and JB items. There are no EP-7 or JB items in the bid. Please clarify.

DDC’s Response:

This is a reference sheet. Sheets 58 through 121 are for reference only. There is no EP-7 work and the project is not Joint Bid.

Question #4:

What type of concrete is to be used for Engineered Vehicular Barrier Foundation, Swing Gate Foundation, Crash Rated Vehicular Barrier Foundation and Heald Matador Barrier Foundation?

DDC’s Response:

Engineered Vehicular Barrier Foundation, Crash Rated Vehicular Barrier Foundation and Heald Matador Barrier Foundation information can be found on DWG NO. BLP-3 under Cast-in-Place Concrete section. See Note 3 DWG NO. BLP-7 for Swing Gate Foundation requirements.

Question #5:

In the provided OCMC Stipulations we were not given work hours for Park Ave West Plaza between 41st ST and 42nd ST. Do the same hours as Park Ave East Plaza apply? Please advise.

DDC’s Response:

Please refer to the answer number 5 in ADDENDUM NO. 1, DATED: 1/26/2021.

Question #6:

On the "Highway Construction Plan" (sheet 13), full depth reconstruction is called out at the top left corner in between the asphalt grinding area and the 7" pigmented sidewalk corner quadrant. What detail provided shall we use for this full depth reconstruction?

DDC’s Response:

Please refer to the answer number 6 in ADDENDUM NO. 1, DATED: 1/26/2021.

Question #7:

Please see "Record of Test Pits" (sheet 77-80) in the contract drawings. I believe the intent of these sheets were to show test pit information on both the West and East Plaza. Unfortunately, the same test pit information was provided twice. There is only information on the West plaza and not the east. Please advise.

DDC’s Response:

Please refer to the answer number 7 in ADDENDUM NO. 1, DATED: 1/26/2021.

Question #8:

Please see "Highway Construction Plan" (sheet 13) and "Urban Design Plan" (sheet 33). There is an inconsistency with both of these sheets. On sheet 13 they call out both sidewalk corner quadrants on the left-hand side to be "New Pigmented Concrete Sidewalk" while sheet 33 calls out both sidewalk corner quadrants on the left-hand side to be "Unpigmented Concrete Pavement at Sidewalk". What material do we need to use at these corner quadrants? Please advise.

DDC's Response:

Please refer to the answer number 8 in ADDENDUM NO. 1, DATED: 1/26/2021.

Question #9:

Please see "Highway Construction Plan" (sheet 13) and "Urban Design Site Plan" (sheet 82). There is an inconsistency with both of these sheets. On sheet 13 they call out the sidewalk on E. 41st ST to be "New Pigmented Concrete Sidewalk" while sheet 82 calls out the sidewalk on E. 41st ST to be "Asphalt Block Pavers". What material do we need to use at this sidewalk? Please advise.

DDC's Response:

Please refer to the answer number 9 in ADDENDUM NO. 1, DATED: 1/26/2021.

Question #10:

Based off of the "Highway Construction Plan" (sheet 13), it is my understanding that concrete at Mall Nosing's is 7" thick and does not have pigment while concrete at swing gates locations.

DDC's Response:

Please refer to the answer number 10 in ADDENDUM NO. 1, DATED: 1/26/2021. Mall Nosing is seven (7") inch thick.

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

ADDENDA CONTROL SHEET

BID SUBMISSION DATE / TIME **02/08/2021, 8:30 AM to 11:00AM**

BID OPENING DATE / TIME: **02/08/2021, 11:30 AM**

PROJECT NO.: **HWPLZ015M**

DESCRIPTION: **PERSHING SQUARE EAST RECONSTRUCTION, MANHATTAN**

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	1/26/2021	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (2)	
2	1/29/2021	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	2/1/2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: HWPLZ015M

PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK
TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: February 1, 2021

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the BID SUBMISSION DATE/TIME: **02/03/2021, 8:30 AM TO 11:00 AM** and BID OPENING DATE/TIME: **02/03/2021, 11:30 AM** are rescheduled as follows:
BID SUBMISSION DATE/TIME: **02/08/2021, 8:30 AM to 11:00 AM**
BID OPENING DATE/TIME: **02/08/2021, 11:30 AM**
2. **Refer** to the Bid Documents, VOLUME 1 of 3, BID INFORMATION (ATTACHMENT 1);
Delete BID INFORMATION (ATTACHMENT 1) in its entirety;
Substitute with the attached revised BID INFORMATION (ATTACHMENT 1), PAGE A-5R.
[Number of attachments 1]
3. For additional information see the attached page of "Questions Submitted by Bidders and DDC's Responses".
[Number of attachments 2]

END OF ADDENDUM NO. 3

**By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.**

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



Jorge Tua, P.E.
Executive Director

MFM Contracting Corp

Name of Bidder

By: Jeremy Thompson

BID INFORMATION (ATTACHMENT 1)

PROJECT ID: HWPLZ015M

PIN: 8502020HW0030C

Description and Location of Work:

PERSHING SQUARE EAST RECONSTRUCTION

PARK AVENUE EAST FROM E. 41ST STREET TO E. 42ND STREET

INCLUDING STREETSCAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

Documents Available at: Online at <https://biddocuments.ddcanywhere.nyc/>

Submission of Bids to: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Between **8:30 and 11:00 am on February 8, 2021**

Bid Opening: Live web video stream:

[BID OPENING SANDRESM1/HWPLZ015M](#)

Meeting ID: 834 9729 7968, Password: 031865

Time and Date: **11:30 A.M. to 12:30** on **February 8, 2021**

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



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

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QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question #1:

Is there any chance that the NYC DDC would consider extending the bid date for HWPLZ015M project for a week or so ? We would like to have a chance to evaluate the latest addendum along with the question and answers. Also, there is a significant snowstorm coming in on Monday & Tuesday before bid.

DDC's Response:

Please refer to the Article 1, Page A3-1 this Addendum No.3.

Question #2:

What type of concrete is to be used for Engineered Vehicular Barrier Foundation, Swing Gate Foundation, Crash Rated Vehicular Barrier Foundation and Heald Matador Barrier Foundation?

DDC's Response:

Please refer to the answer number 4 in ADDENDUM NO 2, DATED 1/29/2021.

Question #3:

In the provided OCMC Stipulations we were not given work hours for Park Ave West Plaza between 41st ST and 42nd ST. Do the same hours as Park Ave East Plaza apply? Please advise.

DDC's Response:

Please refer to the answer number 5 in ADDENDUM NO. 1, DATED: 1/26/2021 and in ADDENDUM NO 2, DATED 1/29/2021.

Question #4:

On the "Highway Construction Plan" (sheet 13), full depth reconstruction is called out at the top left corner in between the asphalt grinding area and the 7" pigmented sidewalk corner quadrant. What detail provided shall we use for this full depth reconstruction?

DDC's Response:

Please refer to the answer number 6 in ADDENDUM NO. 1, DATED: 1/26/2021 and in ADDENDUM NO 2, DATED 1/29/2021.

Question #5:

Please see "Record of Test Pits" (sheet 77-80) in the contract drawings. I believe the intent of these sheets were to show test pit information on both the West and East Plaza. Unfortunately, the same test pit information was provided twice. There is only information on the West plaza and not the east. Please advise.

DDC's Response:

Please refer to the answer number 7 in ADDENDUM NO. 1, DATED: 1/26/2021 and in ADDENDUM NO 2, DATED 1/29/2021.

Question #5:

Please see "Highway Construction Plan" (sheet 13) and "Urban Design Plan" (sheet 33). There is an inconsistency with both of these sheets. On sheet 13 they call out both sidewalk corner quadrants on the left-hand side to be "New Pigmented Concrete Sidewalk" while sheet 33 calls out both sidewalk corner quadrants on the left-hand side to be "Unpigmented Concrete Pavement at Sidewalk". What material do we need to use at these corner quadrants? Please advise.

DDC's Response:

Please refer to the answer number 8 in ADDENDUM NO. 1, DATED: 1/26/2021 and in ADDENDUM NO 2, DATED 1/29/2021.

Question #6:

Please see "Highway Construction Plan" (sheet 13) and "Urban Design Site Plan" (sheet 82). There is an inconsistency with both of these sheets. On sheet 13 they call out the sidewalk on E. 41st ST to be "New Pigmented Concrete Sidewalk" while sheet 82 calls out the sidewalk on E. 41st ST to be "Asphalt Block Pavers". What material do we need to use at this sidewalk? Please advise.

DDC's Response:

Please refer to the answer number 9 in ADDENDUM NO. 1, DATED: 1/26/2021 and in ADDENDUM NO 2, DATED 1/29/2021.

Question #7:

Based off of the "Highway Construction Plan" (sheet 13), it is my understanding that concrete at Mall Nosing's is 7" thick and does not have pigment while concrete at swing gates locations.

DDC's Response:

Please refer to the answer number 10 in ADDENDUM NO. 1, DATED: 1/26/2021 and in ADDENDUM NO 2, DATED 1/29/2021.



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: HWPLZ015M

PERSHING SQUARE EAST RECONSTRUCTION

**PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET**

**INCLUDING STREETSAPING, DRAINAGE, STREET LIGHTING,
AND TRAFFIC SIGNAL WORKS**

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

Contractor

Dated _____, 20____



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND
CONSTRUCTION
DIVISION OF INFRASTRUCTURE**
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

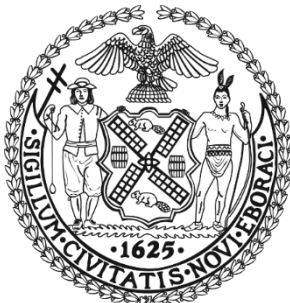
TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
AECOM
DATE PREPARED:
September 10, 2020



VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ015M

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY
AND REQUIRED FOR:

**PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
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TOGETHER WITH ALL WORK INCIDENTAL THERETO
**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

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**Department of
Design and
Construction**

VOLUME 2 OF 3

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

30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

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

TO BE FILLED IN BY THE BIDDER:

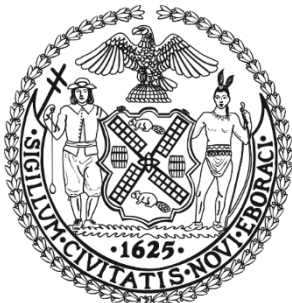
BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:

DATE PREPARED:
3/15/2017



(NO TEXT ON THIS PAGE)

NOTICE TO BIDDERS

Please be advised that a Rider to the March 2017 New York City Standard Construction Contract regarding Non-Compensable Delays and Grounds for Extension has been attached and incorporated in this Invitation for Bid. Other than provisions specifically delineated in the Rider, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

JULY 2019

(NO TEXT ON THIS PAGE)

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

TABLE OF CONTENTS

SECTION 1.	DESCRIPTION AND LOCATION OF WORK	1
SECTION 2.	TIME AND PLACE FOR RECEIPT OF BIDS	1
SECTION 3.	DEFINITIONS	1
SECTION 4.	INVITATION FOR BIDS AND CONTRACT DOCUMENTS	1
SECTION 5.	PRE-BID CONFERENCE	2
SECTION 6.	AGENCY CONTACT	2
SECTION 7.	BIDDER'S OATH	2
SECTION 8.	EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED CONDITIONS	2
SECTION 9.	EXAMINATION OF PROPOSED CONTRACT	3
SECTION 10.	FORM OF BID	3
SECTION 11.	IRREVOCABILITY OF BID	3
SECTION 12.	ACKNOWLEDGMENT OF AMENDMENTS	4
SECTION 13.	BID SAMPLES AND DESCRIPTIVE LITERATURE	4
SECTION 14.	PROPRIETARY INFORMATION/TRADE SECRETS	4
SECTION 15.	PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS	4
SECTION 16.	BID EVALUATION AND AWARD	4
SECTION 17.	LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS	5
SECTION 18.	WITHDRAWAL OF BIDS.	5
SECTION 19.	MISTAKE IN BIDS	5
SECTION 20.	LOW TIE BIDS	6
SECTION 21.	REJECTION OF BIDS	6
SECTION 22.	RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD	7
SECTION 23.	AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY	7
SECTION 24.	PASSPORT COMPLIANCE	7
SECTION 25.	COMPLAINTS ABOUT THE BID PROCESS	8
SECTION 26.	BID, PERFORMANCE AND PAYMENT SECURITY	8
SECTION 27.	FAILURE TO EXECUTE CONTRACT	9
SECTION 28.	BIDDER RESPONSIBILITIES AND QUALIFICATIONS	9
SECTION 29.	EMPLOYMENT REPORT	10
SECTION 30.	LABOR LAW REQUIREMENTS	10
SECTION 31.	INSURANCE	10
SECTION 32.	LUMP SUM CONTRACTS	11
SECTION 33.	UNIT PRICE CONTRACTS	11
SECTION 34.	EXCISE TAX	11
SECTION 35.	LICENSES AND PERMITS	11
SECTION 36.	MULTIPLE PRIME CONTRACTORS	11
SECTION 37.	LOCALLY BASED ENTERPRISE REQUIREMENTS (LBE)	12
SECTION 38.	BID SUBMISSION REQUIREMENTS	13
SECTION 39.	COMPTROLLER'S CERTIFICATE	14
SECTION 40.	PROCUREMENT POLICY BOARD RULES	14
SECTION 41.	VIEWING OF SUBMITTED BID DOCUMENTS	14
SECTION 42.	DDC SAFETY REQUIREMENTS	14

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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 in the BID BOOKLET, VOLUME 1 OF 3.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. PASSPort COMPLIANCE

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

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

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

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

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

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) 669-2323.

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 (BID BOOKLET, VOLUME 1 OF 3). 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 (BID BOOKLET, VOLUME 1 OF 3). 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 215-364-6465; (2) through the Internet at <https://www.fiscal.treasury.gov/surety-bonds/>.

(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 Bid Submission Requirements are set forth in the BID BOOKLET VOLUME 1 OF 3.

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. Viewing of Submitted Bid Documents

In accordance with Procurement Policy Board Rules of the City of New York, Section 3-02, the submitted bid documents will be available to view immediately after completion of the bid opening and by appointment for up to 72 hours after the bid opening.

42. 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 FOR CONSTRUCTION
CONTRACTS

January 2020

THE DDC SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY**
- II. PURPOSE**
- III. DEFINITIONS**
- IV. RESPONSIBILITIES**
- V. SAFETY QUESTIONNAIRE**
- VI. 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 contracts must, at a minimum, comply with the most current versions of all applicable federal, state and city laws, rules, and regulations, including without limitation:

- ❑ Code of Federal Regulations, Title 29, Part 1926 (29 CFR 1926) and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA);
- ❑ Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD);
- ❑ New York Codes, Rules and Regulations (NYCRR), Title 12, Part 23 – Protection in Construction, Demolition and Excavation Operations;
- ❑ New York Codes, Rules and Regulations (NYCRR), Title 16, Part 753 – Protection of Underground Facilities;
- ❑ New York City Administrative Code, Title 28 – New York City Construction Codes;
- ❑ Rules of the City of New York, Title 15, Chapter 13 – Rules Pertaining To the Prevention of the Emission of Dust from Construction Related Activities;
- ❑ Rules of the City of New York, Title 15, Chapter 28 – Citywide Construction Noise Mitigation;
- ❑ Rules of the City of New York, Title 34 Chapter 2 – NYCDOT Highway Rules.

The Contractor will be required to comply with all new and/or revised federal, state and city laws, rules, and regulations, issued during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

II. PURPOSE

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

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO will mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer (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. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

Construction Safety Auditor: A representative of the Office of Construction Safety 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 audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Office of Construction Safety: A unit of DDC Safety and Site Support that assesses contractor’s safety on DDC jobsites and advises responsible parties of needed corrective actions.

Registered Construction Superintendent: For certain projects, as defined in New York City Construction Codes – Title 28, the contractor will provide a Construction Superintendent registered with the NYC Department of Buildings and responsible for all duties as defined in Chapter 33 of Title 1 of the Rules of the City of New York.

Contractor: For purposes of these Safety Requirements, the term “Contractor” will mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term “Contractor” will include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System (“JOCS Contract”), and (3) a subcontract with a CM/Builder (“First Tier Subcontract”).

Daily Safety Job Briefing: Daily jobsite safety briefings, given to all jobsite personnel at project site by the Contractor before work begins and/or if hazards or potential hazards are discovered while working, with the purpose of discussing the scheduled activities for the day, the hazards related to these activities, activity specific safety procedures, and Job Hazard Analysis associated with the scheduled construction work. Daily jobsite briefings will be documented, available at the jobsite, and will include at a minimum, topics, name and signature of the person conducting the briefing session, names and signatures of attendants, name of the designated competent person, contractor’s name, DDC Project ID, date, time, and location.

Director – Office of Construction Safety: Responsible for the operations of the Office of Construction Safety and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job tasks and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards. A JHA will be documented, available at the jobsite and will include at a minimum work tasks, being performed, identified hazards, control methods for the identified hazards, contractor’s name, DDC Project ID, location, date, name and signature of certifying person. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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, maintenance and protection of traffic, and excavation protective system, among others.

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

Project Safety Representative: The designated Project Safety Representative will have at a minimum an OSHA 30-hour Construction Safety Course and other safety training applicable to Contractor’s/subcontractor’s project work. This individual will be responsible to oversee safety performance of the required construction work, conduct documented daily safety inspections, and implement corrective actions to maintain a safe work site. The Project Safety Representative must have sufficient experience and skills necessary to thoroughly understand the health and safety hazards and controls and must have authority to undertake corrective actions. A dedicated full-time Project Safety Representative may be required on large projects and projects deemed by DDC to be particularly high risk. DDC reserves the right to request a dedicated full-time Project Safety Representative for any reason at any time during the course of the project at the expense of the Contractor without any additional costs to the DDC. The full-time Project Safety Representative will be present at the site during all work activities.

Resident Engineer (“RE”): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. The RE may be a consultant retained by DDC, including a Construction Management (CM) or Resident Engineer Inspection (REI) firm. If DDC has retained a CM, REI or other consultant firm to perform management and oversight for the Project (e.g., CM-Builder, CM-Design-Builder, Project Manager, Program Manager), that CM, REI or other consultant is the Resident Engineer for purposes of these Safety Requirements.

Safety Questionnaire: Used by DDC to evaluate Contractor’s current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

Site Safety Manager: For certain projects, as defined in New York City Construction Codes – Title 28, the Contractor will provide a Site Safety Manager with a Site Safety Manager License issued by the New York City Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a DDC project. The Site Safety Plan will identify the project work scope, identify hazards associated with the project work and include project specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan will be submitted within 30 days from the Award Date or as otherwise directed and is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site.

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 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. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor’s name, DDC Project ID, date, and location.

Work: The construction required by the Contractor’s Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor’s obligation to complete the Project. For the purposes of these Safety Requirements, the term “Work” includes all Utility Interference work (commonly referred to as “Section U”, “EP-7”, and “Joint Bid” work) performed in association with this Contract.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects will 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

1. Review and facilitate Contractor(s) Site Safety Plan submittals to DDC for acceptability.
2. Notify the Office of Construction Safety of the commencement of construction work.
3. Develop and implement a training verification process to ensure that all CM/REI, consultant, Contractor, and subcontractor employees are properly trained. Maintain all applicable initial and refresher training records and assures documentation availability on site.
4. Maintain documentation of and attend weekly safety meetings and daily safety job briefings.
5. Assure that Contractor(s) JHA’s are current to reflect the work tasks being performed, hazards, and control methods to mitigate the identified hazards. Verify that all employees at the job site are trained on the JHAs and maintain supporting documentation on site.
6. Assure adequate planning for all critical construction activities (crane operation, excavation, confined space entry, etc.) including coordination between Contractor(s) /DDC/ other Agencies as required.
7. Maintain custody of all construction related permits, plans, approvals, drawings, etc., related to the project and assure their availability on site.
8. Recognize, minimize, or eliminate jobsite and public hazards, through required planning, inspection, verification, and corrective action process.
9. Monitor the conditions at the site for conformance with the Contractor’s Site Safety Plan, DDC policies, permits, and all applicable regulations and documentation that pertain to construction safety.
10. Notify the Contractor and DDC immediately upon determination of any condition or activity existing which is not in compliance with the Contractor’s Site Safety Plan, applicable federal, state or local codes or any

condition that presents a potential risk of injury to the public or workers or possible damage to property. Direct the Contractor to provide such labor, materials, equipment, and supervision to remedy such conditions.

11. Notify the Office of Construction Safety and the ACCO's Insurance and Risk Management Unit of project-related accidents, incidents, and near misses as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure within two (2) hours.
12. In case of an accident, incident, or near miss, RE is responsible to protect the integrity of the accident site including but not limited to: the safeguarding of all evidence, documentation of all personnel on site at the time of the accident, gather facts related to all accidents, incidents, or near miss, and prepare required DDC Construction Accident Report as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure. Maintain all records pertaining to accidents, incidents, and near miss and have them available upon request.
13. Notify the Office of Construction Safety within two (2) hours of the start of an inspection by any outside/regulatory agency personnel, including NYS, OSHA, NYC DOB or any other City/State/Federal oversight entity and forward a copy of the inspection report within one business day of its receipt.
14. Escort and assist Construction Safety Auditors during all field and record audits.
15. Report any emergency conditions to the Office of Construction Safety immediately.

Note: In addition to the responsibilities listed above, if the Resident Engineer is a CM/REI or other non-City party hired by the City to manage the Project, the Resident Engineer is also required to do the following:

16. Provide personnel who are certified and or trained appropriately for the requirements of the project.
17. Perform an investigation for any project-related accidents, incidents, and near misses. Within 24-hours of the time of the accident, incident, or near miss, the CM/REI will submit an investigation report to the Office of Construction Safety. Such report will include proposed remedial measures and implementation of corrective actions to prevent recurrence.

DDC reserves the right to request that the CM/REI replace any CM/REI personnel for any reason at any time during the project.

B. Construction Contractors

Note: For CM-Build and CM-Design-Build Projects, the CM will meet all requirements listed in this section, as well as the Resident Engineer section above.

1. Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
2. Submit a Site Safety Plan within 30 days from the Award Date or as otherwise directed. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. The Site Safety Plan will be revised and updated as necessary during the course of the project. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).
3. Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Office of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Project Safety Representative. In the event the primary designated Project Safety Representative is temporary unable to perform his or her duties, an alternate Project Safety Representative will be provided. Resumes, outlining the qualification and experience for the Project Safety Representative (s) will be included in the Site Safety Plan and available upon request. DDC reserves the right to request the Contractor to replace a Project Safety Representative for any reason at any time during the course of the project.
4. Designate and identify a Competent Person(s) in the Site Safety Plan. Contractor/subcontractor may be required to provide more than one competent person due to construction operations and based on a number of work tasks/areas. DDC reserves the right to request the Contractor to replace a Competent Person or provide additional Competent Person(s) for any reason at any time during the course of the project. The Competent Person will be present at the site during all work activities.
5. For certain projects, as defined in New York City Construction Codes – Title 28, designate and identify the Licensed Site Safety Manager or Registered Construction Superintendent. Resumes, outlining the qualification and experience for the Licensed Site Safety Manager or Registered Construction Superintendent will be included in the Site Safety Plan and available upon request. The Contractor will immediately notify the Office

of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Site Safety Manager and/or Construction Superintendent. In the event the primary designated Site Safety Manager or Construction Superintendent is temporarily unable to perform his or her duties, an alternate Licensed Site Safety Manager and/or Registered Construction Superintendent will be provided. The Office of Construction Safety must be informed of such change. DDC reserves the right to request the Contractor to replace Site Safety Manager or Construction Superintendent for any reason at any time during the course of the project.

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor 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 Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.

All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.

10. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11. As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12. Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13. Comply with all federal, state and local safety and health rules, laws, and regulations.
14. Comply with all provisions of the Site Safety Plan.
15. 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.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16. The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17. **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18. Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19. Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

additional measures as necessary to secure the accident or incident site and to protect against any further injury or property damage.

20. The Contractor will perform an investigation into the root cause of the accident, incident, or near miss. Within 24 hours of an accident, incident, or near miss, the Contractor will prepare and submit to the RE a written investigation report detailing findings, corrective actions, and hazard mitigation implementation to prevent recurrence.
21. Notify the RE within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB, or others.
22. Maintain all records pertaining to all required safety compliance documents, accidents and incidents reports. DDC reserves the right to request copy of any records pertaining to the safety of the project and required by DDC and other federal, state, and city agencies, including but not limited to permits, training records, safety inspection records, drawings, equipment records, etc.
23. Cooperate with DDC Office of Construction Safety/ RE and address DDC recommendations on safety, which will in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor will submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor will provide the requested information within 15 days.

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

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

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

VI. SITE SAFETY PLAN

Within thirty (30) days from the Award Date or as otherwise directed, the Contractor will submit the Site Safety Plan. The Site Safety Plan will identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. Due to the project work scope and project duration, the Office of Construction Safety may grant a conditional acceptance for a Site Safety Plan without all sections being complete. In a case of a "Conditional Acceptance" of a Site Safety Plan,

the Contractor will provide the remaining sections previously incomplete and/or not submitted for review and acceptance by the Office of Construction Safety prior to the commencement of the construction activities. The Office of Construction Safety reserves the right to withdraw the initial “Conditional Acceptance” if the Contractor fails to provide the remaining sections of a Site Safety Plan. Failure by the Contractor to submit an acceptable Site Safety Plan will be grounds for default.

Site Safety Plan requirements: The Site Safety Plan will be a written document and will apply to all project specific Contractor and subcontractor operations, and will have at a minimum, the following elements with each described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction). All Site Safety Plan sections will be numbered in the order listed below. For sections, which are not applicable for the type of the work being performed by the Contractor on DDC project, the Contractor will in writing indicate “Not applicable based on the project work scope.” The Site Safety Plan will include Contractor’s name, DDC project ID, project location (s), and development and revision dates. The Site Safety Plan will include the sections, attachments, and appendixes provided in the Site Safety Plan. All pages of the Site Safety Plan will be numbered. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).

1. Project Work Scope – Detailed information regarding work tasks that will be performed by Contractor and subcontractors under the project.
2. Responsibility and Organization – Contractor’s organization chart with responsible personnel for the project, including titles, names, contact information, roles, and responsibilities. All Contractor’s personnel required by the DDC Safety Requirements will be identified.
3. Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
4. Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE) to protect workers, property and general public, Contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
5. Protection of Public – Project specific procedures covering safety of the general public during all project construction activities.
6. Hazard Corrective Actions - Procedures for hazard identification, including responsible person(s), frequency of safety inspections, implementation of corrective actions, safety inspection checklist.
7. Accident/Exposure Investigation – Project specific procedures for accident/incident/near miss investigation and implementation of corrective actions. Accident/incident/near miss notification procedure of DDC project staff (timer frame and responsible personnel).
8. Recording and Reporting Injuries – Procedures to meet 29 CFR 1904 requirements.
9. First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
10. Project Specific Fire Protection and Prevention Program – Project specific procedures, including responsible staff, fire alarm system/methods, hot work procedures, etc.
11. Housekeeping Procedure.
12. Project Specific Illumination Procedure.
13. Project Specific Sanitation Procedure.
14. Personal Protective Equipment (PPE), including Respiratory Protection Program and Hearing Conservation Program, if required.
15. Hazard Communication Program – Contractor’s Hazard Communication Program, responsible staff; training; SDS records, project specific list of chemicals; location of the program and SDS records.
16. Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
17. Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system/devices, evacuation procedure, procedure to account for employees after evacuation, etc.
18. Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
19. Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employee’s exposure and protection, safety procedures, etc.

20. Material Handling, Storage, Use and Disposal – Project specific information regarding material storage, disposal, and handling: procedures, plan/drawings, etc.
21. Signs, Signals, and Barricades – Use of danger/warning signs, safety instruction signs, sidewalk closure and pedestrian fencing and barricades (if not included in the MPT plan), etc.
22. Tools – Hand and Power – Safety procedures for the type of tools to be used.
23. Scaffold – Project specific scaffold types, procedures, training requirements, scaffold drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; competent person, criteria for project specific scaffold, falling object protection, procedures for aerial lifts/scissor lifts.
24. Welding and Cutting – Project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits (if not covered by Contractor’s Fire Prevention and Protection program, FDNY certificate requirements).
25. Electrical Safety – Project specific procedures, including lock out-tag out.
26. Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan, responsible staff.
27. Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
28. Excavation Safety – Competent person; excavation procedures; project specific protective system, including drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed.
29. Protection of Underground Facilities and Utilities Procedure, including responsible staff and responsibilities.
30. Concrete and Masonry Construction Procedures
31. Maintenance and Protection of Traffic Plan – Project specific MPT plan, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; flagmen training, public safety, etc.
32. Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person, fall protection plan, training requirements, etc.
33. Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
34. Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
35. Stairways and Ladders – Types of stairs and ladders, safety procedures, training requirements.
36. Alcohol and Drug Abuse Policy
37. Rodents and Vermin Controls
38. Toxic and Hazardous Substances – Safety procedures for substances that Contractor’s and subcontractor’s employees can be exposed on project.
39. Noise Mitigation Plan – Completed project specific Noise Mitigation Plan, and noise mitigation procedures.
40. Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
41. Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site, procedures
42. Dust Mitigation Plan – Completed project specific Dust Mitigation Plan, and dust mitigation procedures.
43. Working Over and Near Water. Diving Operations – safety procedures including personal protective equipment, fall protection, rescue services, etc.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the Contractor. The Contractor will conduct a site and task assessment to identify the tasks and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA will be communicated to all Contractor/subcontractor personnel on site. The JHA will include safety hazard identification and controls to protect employees, general public, and property.

The initial JHA will be included in the Contractor’s Site Safety Plan and the current JHA form will be available at the construction site for reference. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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

Prior to the start of construction activities on all DDC projects, RE will invite the Office of Construction Safety to the construction kick-off meeting. The Office of Construction Safety representative(s) will participate in this meeting with the Contractor and RE for the purpose of:

- A. Reviewing DDC Contract Safety Requirements
- B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
- C. Reviewing the Site Safety Plan and JHA requirements.
- D. Reviewing Accident/Incident reporting and investigation procedures.
- E. Reviewing designated safety contacts, roles, and responsibilities.
- F. Discussing planned inspections and audits of the site by the Office of Construction Safety 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 Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
- B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (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 – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
- E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
- F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The Contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project will be a reason to rate a Contractor unsatisfactory which may be reflected in the City's PASSPort system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

**RIDER TO NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (MARCH
2017) REGARDING NON-COMPENSABLE DELAYS AND GROUNDS FOR
EXTENSION**

The following provisions supersede the corresponding provisions in the March 2017 version of the New York City Standard Construction Contract:

1. Section **11.5.1** provides as follows:

11.5.1 The acts or omissions of public or government bodies (other than **City** agencies) or of any third parties who are disclosed in the **Contract Documents**, or those third parties who are ordinarily encountered or who are generally recognized as related to the **Work**, including but not limited to, **Other Contractors**, utilities or private enterprises;

2. Section **11.5.6** provides as follows:

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability or failure to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the **City's** reasonable responses to any of the above; and

3. Section **13.3** provides as follows:

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 any of the acts or omissions of the **City**, its officials, agents or employees set forth in Articles **11.4.1.1** through **11.4.1.9**; or

13.3.2 By or attributable to any of the items set forth in Articles **11.5.1** through **11.5.7**.

13.3.3 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

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CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

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**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

CHAPTER I: THE CONTRACT AND DEFINITIONS	1
ARTICLE 1. THE CONTRACT	1
ARTICLE 2. DEFINITIONS	1
CHAPTER II: THE WORK AND ITS PERFORMANCE.....	4
ARTICLE 3. CHARACTER OF THE WORK	4
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5. COMPLIANCE WITH LAWS	5
ARTICLE 6. INSPECTION	10
ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	11
CHAPTER III: TIME PROVISIONS	12
ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK	12
ARTICLE 9. PROGRESS SCHEDULES	13
ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL	13
ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	14
ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS	18
ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE	19
ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21
ARTICLE 15. LIQUIDATED DAMAGES	23
ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION	23
CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS	24
ARTICLE 17. SUBCONTRACTS	24
ARTICLE 18. ASSIGNMENTS	26
CHAPTER V: CONTRACTOR’S SECURITY AND GUARANTEE	26
ARTICLE 19. SECURITY DEPOSIT	26
ARTICLE 20. PAYMENT GUARANTEE	27
ARTICLE 21. RETAINED PERCENTAGE	29
ARTICLE 22. INSURANCE	30
ARTICLE 23. MONEY RETAINED AGAINST CLAIMS	36
ARTICLE 24. MAINTENANCE AND GUARANTY	37
CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM	38
ARTICLE 25. CHANGES	38
ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	38
ARTICLE 27. RESOLUTION OF DISPUTES	41
ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS	45
ARTICLE 29. OMITTED WORK	46
ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	46
CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER	48
ARTICLE 31. THE RESIDENT ENGINEER	48
ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	48
ARTICLE 33. THE COMMISSIONER	48
ARTICLE 34. NO ESTOPPEL	49
CHAPTER VIII: LABOR PROVISIONS.....	49
ARTICLE 35. EMPLOYEES	49
ARTICLE 36. NO DISCRIMINATION	57
ARTICLE 37. LABOR LAW REQUIREMENTS	59

ARTICLE 38. PAYROLL REPORTS	64
ARTICLE 39. DUST HAZARDS	64
CHAPTER IX: PARTIAL AND FINAL PAYMENTS	65
ARTICLE 40. CONTRACT PRICE	65
ARTICLE 41. BID BREAKDOWN ON LUMP SUM.....	65
ARTICLE 42. PARTIAL PAYMENTS	65
ARTICLE 43. PROMPT PAYMENT.....	66
ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT.....	66
ARTICLE 45. FINAL PAYMENT.....	67
ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT.....	68
ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION.....	69
CHAPTER X: CONTRACTOR'S DEFAULT	69
ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	69
ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT	71
ARTICLE 50. QUITTING THE SITE.....	71
ARTICLE 51. COMPLETION OF THE WORK.....	71
ARTICLE 52. PARTIAL DEFAULT	71
ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK	72
ARTICLE 54. OTHER REMEDIES.....	72
CHAPTER XI: MISCELLANEOUS PROVISIONS	72
ARTICLE 55. CONTRACTOR'S WARRANTIES.....	72
ARTICLE 56. CLAIMS AND ACTIONS THEREON.....	73
ARTICLE 57. INFRINGEMENT	73
ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES	74
ARTICLE 59. SERVICE OF NOTICES	74
ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT.....	74
ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED	74
ARTICLE 62. TAX EXEMPTION	74
ARTICLE 63. INVESTIGATION(S) CLAUSE.....	76
ARTICLE 64. TERMINATION BY THE CITY	78
ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE.....	80
ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT	81
ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM	82
ARTICLE 68. ANTITRUST	82
ARTICLE 69. MACBRIDE PRINCIPLES PROVISIONS	83
ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB	85
ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS.....	85
ARTICLE 72. CONFLICTS OF INTEREST.....	85
ARTICLE 73. MERGER CLAUSE	85
ARTICLE 74. STATEMENT OF WORK.....	85
ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR	85
ARTICLE 76. ELECTRONIC FUNDS TRANSFER.....	85
ARTICLE 77. RECORDS RETENTION.....	86
ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS.....	86

**ARTICLE 79: PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT87**

SIGNATURES95

ACKNOWLEDGMENT BY CORPORATION96

ACKNOWLEDGMENT BY PARTNERSHIP.....96

ACKNOWLEDGMENT BY INDIVIDUAL96

ACKNOWLEDGMENT BY COMMISSIONER97

AUTHORITY98

COMPTROLLER’S CERTIFICATE98

MAYOR’S CERTIFICATE99

PERFORMANCE BOND #1100

PERFORMANCE BOND #2.....104

PAYMENT BOND108

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured.”

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller’s Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the “Indemnitees”) harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor’s** and/or its **Subcontractors’** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

- 11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.
- 11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.
- 11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.
- 11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.
- 11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;
- 11.4.1.7 Delays not contemplated by the parties;
- 11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and
- 11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
 - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
 - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
 - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
 - (4) Multiply the result of item (3) by 7.25% for the total profit; and
 - (5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

Contractor under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB** Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.¹ For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of \$100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

Subcontractor shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City's** review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City’s** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner**'s address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.² Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

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

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

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

35.5.7 Enforcement and Penalties.

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

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

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including “Hire-on-the-Spot” events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor’s** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner’s race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a “Notice of Default”).

49.2 The **Commissioner’s** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor’s** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City**’s materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

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

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

69.2.1 Have no business operations in Northern Ireland, or

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

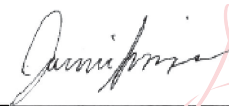
5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify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

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


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

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

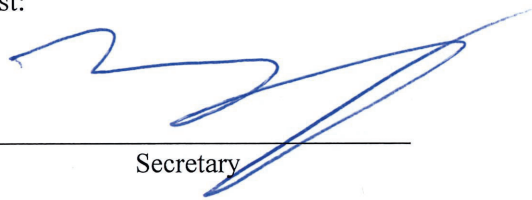
By:  Digitally signed by Jamie Torres-Springer
DN: cn=Jamie Torres-Springer, o=DDC, ou=Exec, email=torresspringerj@ddc.nyc.gov, c=US
Date: 2021.06.23 10:14:05 -04'00'
Commissioner

CONTRACTOR: MFM Contracting Corp.

By: 
(Member of Firm or Officer of Corporation)

Title: President

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


Secretary

(Seal)



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:

On this 16th day of June, 2021, before me personally came Michael V. Petrillo to me known who, being by me duly sworn did depose and say that he resides at Purchase New York that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Donna Dalesandro
Notary Public or Commissioner of Deeds



ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

A U T H O R I T Y

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

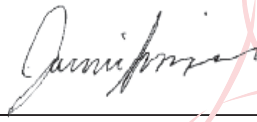
Four Million Nine Hundred Thousand Three
Hundred Thirty-five dollars

Dollars (\$ 4,900,335.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.


Digitally signed by Jamie Torres-Springer
DN: cn=Jamie Torres-Springer,
o=DDC, ou=Exec,
email=torresspringerj@ddc.nyc.g
ov, c=US
Date: 2021.06.23 10:14:35 -04'00'
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

Bond No. SU1173026

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:,

That we, MFM Contracting Corporation

335 Center Avenue, Mamaroneck, NY 10543

hereinafter referred to as the "Principal,"

and, Arch Insurance Company

Three Parkway, Suite 1500, Philadelphia, PA 19102

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

Four Million Nine Hundred Thousand Three Hundred Thirty Five and 00/100

(\$ 4,900,335.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

HWPLZ015M - Pershing Square East Reconstruction Park Avenue East From 41st Street to 42nd Street, Borough of Manhattan, NY.

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less.
Performance Bond #1 has been approved by the U.S. Small Business Administration (“SBA”) for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

11th day of June, 2021
(Seal)

MFMC Contracting Corporation (L.S.)
Principal

By: *Michael V. [Signature]*

(Seal)

Surety
Arch Insurance Company

By: *Susan Lupski [Signature]*
Susan Lupski, Attorney-In-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate \$10.80/M Sliding Scale

Bond Premium Cost \$33,842.00

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

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

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

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

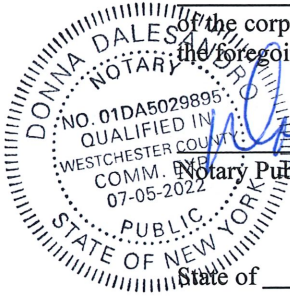
PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Westchester ss:

On this 11th day of June, 2021 before me personally came Michael V. Petrillo, to me known, who, being by me duly sworn did depose and say that he/she resides at Purchase, NY

; that he/she is the President 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.



Donna Dales
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did dispose and say that he/she resides at _____

; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Camille Maitland, Colette R. Chisholm, Dana Granice, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Katherine Acosta, Michelle Wannamaker, Nelly Renchiwich, Rita Losquadro, Robert T. Pearson, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of January, 2021

Attested and Certified

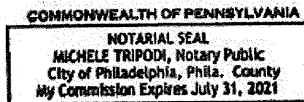
Regan A. Shulman
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 5, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11th day of June, 2021.

Regan A. Shulman
Regan A. Shulman, Secretary

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

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

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



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this June 11, 2021, before me personally came
Susan Lupski to me known, who, being by me duly sworn,
did depose and say; that he/she resides in Nassau County, State of New York that
he/she is the Attorney-In-Fact of the Arch Insurance Company
the corporation described in which executed the above instrument; that he/she knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
Arch Insurance Company (Surety)
his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving
it as such; and that such Certificate has not been revoked.



Notary Public

Grace Ackerson
Notary Public, State of New York
No. 01AC6111590
Qualified in Nassau County
Commission Expires 6/14/2024

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2020

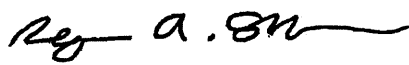
Assets

Cash in Banks	\$293,990,621
Bonds owned	\$ 3,620,730,816
Stocks	\$ 653,208,881
Premiums in course of collection	\$ 525,571,487
Accrued interest and other assets	\$ 593,248,584
Total Assets	\$ 5,686,750,389

Liabilities

Reserve for losses and adjustment expenses	\$2,577,386,588
Reserve for unearned premiums	\$ 946,480,428
Ceded reinsurance premiums payable	\$ 377,159,781
Amounts withheld or retained by company for account of others	\$ 170,189,032
Reserve for taxes, expenses and other liabilities	\$ 483,069,562
Total Liabilities	4,554,285,393
Surplus as regards policyholders	1,132,464,997
Total Surplus and Liabilities	\$5,686,750,389

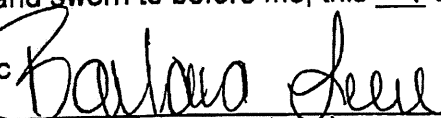
By: 
Executive Vice President, Chief
Financial Officer and Treasurer

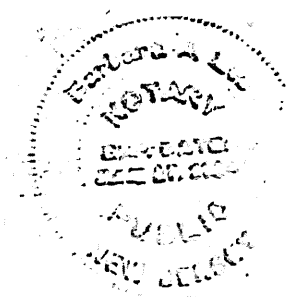
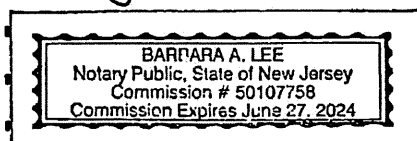
Attest: 
Executive Vice President,
General Counsel and Secretary

State of) New Jersey SS
County of) Bergen

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2020.

Subscribed and sworn to before me, this 2 day of March, 2021

Notary Public 
Performed remotely using communication technology



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

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS:,

That we, _____

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 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

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

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

PERFORMANCE BOND #2 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

_____ day of _____ 20 _____ .
(Seal)

_____(L.S.)
Principal

By: _____ .
(Seal) Surety

By: _____ .
(Seal) Surety

By: _____ .
(Seal) Surety

By: _____ .
(Seal) Surety

By: _____ .
(Seal) Surety

By: _____ .

Bond Premium Rate _____ .

Bond Premium Cost _____ .

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

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

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

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

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he resides at _____

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

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * *

Affix Acknowledgments and Justification of Sureties.

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

PAYMENT BOND (Page 1)

Bond No. SU1173026

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, MFM Contracting Corporation

335 Center Avenue, Mamaroneck, NY 10543

hereinafter referred to as the "Principal", and Arch Insurance Company

Three Parkway, Suite 1500, Philadelphia, PA 19102

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

Four Million Nine Hundred Thousand Three Hundred Thirty Five and 00/100

(\$ 4,900,335.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for HWPLZ015M - Pershing Square East Reconstruction Park Avenue East From 41st Street to 42nd Street, Borough of Manhattan, NY.

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

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

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

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

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

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 11th day of June, 2021.

(Seal)

MFM Contracting Corporation (L.S.)
Principal

By: 

(Seal)

Arch Insurance Company
Surety

By: 
Susan Lupski, Attorney-in-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

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

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

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

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

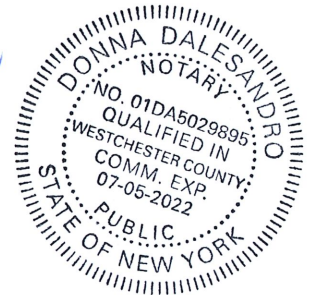
PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Westchester ss:

On this 11th day of June, 2021, before me personally came Michael V. Petrillo to me known, who, being by me duly sworn did depose and say that he resides at Purchase New York that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Donna Dalesandro
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.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Camille Maitland, Colette R. Chisholm, Dana Granice, Desiree Cardlin, George O. Brewster, Gerard S. Macholz, Katherine Acosta, Michelle Wannamaker, Nelly Renchiwich, Rita Losquadro, Robert T. Pearson, Susan Lupski, Thomas Bean and Vincent A. Walsh of Uniondale, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

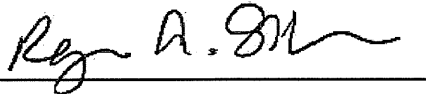
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **5th day of January, 2021**

Attested and Certified



Regan A. Shulman, Secretary



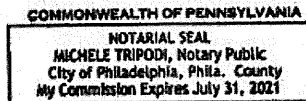
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS**

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



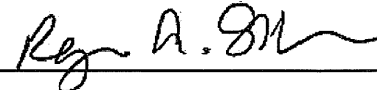


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 5, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11th day of June, 2021.



Regan A. Shulman, Secretary

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

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

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



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this June 11, 2021, before me personally came
Susan Lupski to me known, who, being by me duly sworn,
did depose and say; that he/she resides in Nassau County, State of New York that
he/she is the Attorney-In-Fact of the Arch Insurance Company
the corporation described in which executed the above instrument; that he/she knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
Arch Insurance Company (Surety)
his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving
it as such; and that such Certificate has not been revoked.



Notary Public

Grace Ackerson
Notary Public, State of New York
No. 01AC6111590
Qualified in Nassau County
Commission Expires 6/14/2024

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2020

Assets

Cash in Banks	\$293,990,621
Bonds owned	\$ 3,620,730,816
Stocks	\$ 653,208,881
Premiums in course of collection	\$ 525,571,487
Accrued interest and other assets	<u>\$ 593,248,584</u>
 Total Assets	 <u>\$ 5,686,750,389</u>

Liabilities

Reserve for losses and adjustment expenses	\$2,577,386,588
Reserve for unearned premiums	\$ 946,480,428
Ceded reinsurance premiums payable	\$ 377,159,781
Amounts withheld or retained by company for account of others	\$ 170,189,032
Reserve for taxes, expenses and other liabilities	<u>\$ 483,069,562</u>
 Total Liabilities	 4,554,285,393
 Surplus as regards policyholders	 <u>1,132,464,997</u>
 Total Surplus and Liabilities	 <u>\$5,686,750,389</u>

By: [Signature]
Executive Vice President, Chief
Financial Officer and Treasurer

Attest: [Signature]
Executive Vice President,
General Counsel and Secretary

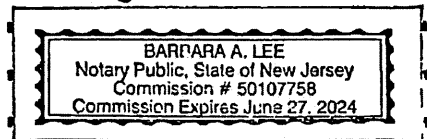
State of) New Jersey SS
County of) Bergen

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and
Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn,
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct
statement of financial condition of said company, as of December 31, 2020.

Subscribed and sworn to before me, this 2 day of March, 2021

Notary Public [Signature]

Performed remotely using communication technology



(NO TEXT ON THIS PAGE)



**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>MFM Contracting Corp 335 Center Avenue Mamaroneck, NY 10543</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>914-777-8292</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>13-4130805</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>New York City Department of Design & Construction 30-30 Thomson Avenue Long Island City, NY 11101</p>	<p>3a. Name of Insurance Carrier</p> <p>Starr Indemnity & Liability Co.</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>1000002363</p> <p>3c. Policy effective period</p> <p>8/13/2020 to 8/13/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Laura Besancon
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Laura Besancon 6/15/2021
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-414-8264

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
3a Name of Insurance Carrier
3b Policy Number of Entity Listed in Box "1a"
3c Policy effective period

4. Policy provides the following benefits:
5. Policy covers:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6-15-2021
Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier

Telephone Number (212) 553-8074
Name and Title: Elizabeth Tello - Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
3a Name of Insurance Carrier
3b Policy Number of Entity Listed in Box "1a"
3c Policy effective period

4. Policy provides the following benefits:
5. Policy covers:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6-15-2021
Signature: Elizabeth Tello
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074
Name and Title: Elizabeth Tello - Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>City of New York, including its officials and employees, The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</p> <p>Project ID: HWPLZ015M-Pershing Square East Reconstruction Park Ave East From 41st St to 42nd St, Manhattan</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Uniondale-Alliant Ins Svc Inc 333 Earle Ovington Blvd Ste 700 Uniondale NY 11553	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Fair American Insurance and Reinsurance Co.	NAIC # 35157
INSURED New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties 2 Broadway, 21st Floor New York, NY 10004	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1089034367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Railroad Protective Liab			RPL-7000445-00	6/18/2021	9/30/2023	\$2,000,000/ Occur. \$6,000,000/ Aggreg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re:
Contract: Pershing Square Reconstruction / HWPLZ015M
Contractor: MFM Contracting Corp
Job Description/Location: Park Avenue East from 41st St. to 42nd St. in New York, NY/Reconstruction of Pershing Square

CERTIFICATE HOLDER

CANCELLATION

New York City Department of Design and Construction 30-30 Thompson Ave. Long Island City, NY 11101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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June 21, 2021

Melissa Gallo
Alliant Insurance Services Inc. - Uniondale, NY
333 Earle Ovington Blvd
Suite 700
Uniondale, NY 11553

We are pleased to provide you with the following binder. The issuing company providing the coverage bound herein is **Fair American Insurance and Reinsurance Company**, an admitted carrier. The limits, coverages, terms and conditions of this binder may vary from the specifications submitted for our consideration and the specifications of your expiring policy. Please read this binder carefully, as any terms and conditions that are not specifically mentioned below are not included.

This binder is provided on the basis that all of the information and data given to the Insurer by or on behalf of the Insured in its underwriting submission and in its responses to underwriters' requests for information is reliable, truthful and complete. Any misrepresentation voids this binder.

New Railroad Protective Liability Binder
Policy Number RPL-7000445-00

Issuing Company:	Fair American Insurance and Reinsurance Company	
Coverage:	Railroad Protective Liability	
Name Insured:	New York City Transit Authority (NYCT) 2 Broadway,, 21st Floor,, New York, NY 10004	
Policy Period:	Inception Date: 6/18/2021	Expiration Date: 9/30/2023
Job Location:	Park Avenue East from 41st St. to 42nd St. in New York, NY	
Designated Contract Number:	Pershing Square Reconstruction / HWPLZ015M	
Description of Work:	Reconstruction of Pershing Square	
Designated Contractor:	MFM Contracting Corp	
Designated Contractor's Mailing Address:	335 Center Ave. Mamaroneck, NY 10543	
Governmental Authority or Other Contracting Party:	New York City Department of Design and Construction	
Governmental Authority or Other Contracting Party's Mailing Address	30-30 Thompson Ave. Long Island City, NY 11101	
Each Occurrence Limit:	\$2,000,000	
Aggregate Limit:	\$6,000,000	
Rate:	FLAT	
Premium:	-	
Advance Premium (fully earned at inception):		
TRIA Premium, if accepted:	Rejected	
Taxes:		

Total Due:**This quote can only be bound if all of the following conditions are met.**

Conditions: The contract's General Liability Program and Excess General Liability Program must have a combined occurrence limit equal to or greater than the occurrence limit stated above.
The railroad named above must be added as an additional insured on the contractor's General Liability Policy and Excess General Liability Policy.
Any exclusion for work performed within 50 feet of the railroad must be deleted from the contractor's General Liability Policy and Excess General Liability Policy.
The contract must hold harmless the railroad named above.
Evidence, in the form of insurance certificates or copies of relevant contracts, must be produced prior to binding.

This quote can only be bound if all of the information outlined below has been received and is found to be acceptable upon our review.**Subjectivities:**

Forms: Advisory Notice - Economic and Trade Sanctions U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) FA-GP-114-A CW 06-2014
Notice of Producer Compensation Disclosure FA-GP-113-C CW 05-2019
Disclosure of Information Pursuant to the Terrorism Risk Insurance Act FA-GP-118-B CW 05-2020
Railroad Protective Liability Declarations FA-RRP-909-A-NY 12-2018
Notice – In Witness Clause FA-GP-104-B CW 08-2020
Railroad Protective Liability Coverage Form CG 00 35 04 13
Exclusion of Certified Acts of Terrorism CG 21 73 01 15
New York Changes - Railroad Protective Liability Coverage Form CG 26 15 04 09
New York Changes - Transfer of Duties When a Limit of Insurance Is Used Up CG 26 36 12 93
New York Changes - Cancellation and Nonrenewal CG 28 68 01 14
Nuclear Energy Liability Exclusion Endorsement (Broad Form) IL 00 23 07 02
Named Insured Amendatory Endorsement FA-RRP-902-A-CW 11-2018
Knowledge and Notice of Occurrence Endorsement FA-RRP-904-A-CW 11-2018
Absolute Asbestos Exclusion FA-RRP-907-A-CW 11-2018
Absolute Lead Exclusion FA-RRP-908-A-CW 11-2018
Claims Reporting Endorsement FA-RRP-915-A-CW 04-2019

We thank you for placing your trust in us.

Your Balance Partners, LLC Underwriting Team

Balance Partners, LLC

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Alliant Insurance Services Inc

[Name of broker or agent (typewritten)]

333 Earle Ovington Boulevard-Suite 700, Uniondale, NY 11553

[Address of broker or agent (typewritten)]

laura.besancon@alliant.com

[Email address of broker or agent (typewritten)]

516-414-8264/877-308-1070

[Phone number/Fax number of broker or agent (typewritten)]

Laura Besancon

[Signature of authorized official, broker, or agent]

Laura Besancon, Account Manager

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

State of *New York*

County of *Suffolk*) ss.:

Sworn to before me this *15th* day of *June*, 20*21*

[Signature]
NOTARY PUBLIC FOR THE STATE OF *New York*

Thomas P Crescenzo
Notary Public, State of New York
NO. 01CR6397182
Qualified in Suffolk County
Commission Expires September 03, 20*23*

[Signature]

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement (“PLA”) in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA’s pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor’s Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project’s pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee’s hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller’s Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller’s Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER	6
BRICKLAYER.....	7
CARPENTER - BUILDING COMMERCIAL.....	8
CARPENTER - HEAVY CONSTRUCTION WORK.....	9
CARPENTER - HIGH RISE CONCRETE FORMS.....	10
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST	11
CARPENTER - WOOD WATER STORAGE TANK.....	12
CEMENT & CONCRETE WORKER	13
CEMENT MASON	14
CORE DRILLER	14
DERRICKPERSON AND RIGGER	16
DIVER.....	17
DOCKBUILDER - PILE DRIVER.....	18
DRIVER: TRUCK (TEAMSTER)	18
ELECTRICIAN.....	21
ELECTRICIAN - ALARM TECHNICIAN	23
ELECTRICIAN-STREET LIGHTING WORKER	24
ELEVATOR CONSTRUCTOR.....	25
ELEVATOR REPAIR & MAINTENANCE	26
ENGINEER.....	27
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	32
ENGINEER - FIELD (BUILDING CONSTRUCTION).....	33
ENGINEER - FIELD (HEAVY CONSTRUCTION).....	34
ENGINEER - FIELD (STEEL ERECTION)	35
ENGINEER - OPERATING	36
FLOOR COVERER	44
GLAZIER.....	45
GLAZIER - REPAIR & MAINTENANCE.....	46
HAZARDOUS MATERIAL HANDLER	46
HEAT AND FROST INSULATOR	47
HOUSE WRECKER	48
IRON WORKER - ORNAMENTAL.....	49
IRON WORKER - STRUCTURAL.....	50
LABORER.....	51
LANDSCAPING.....	52

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

MARBLE MECHANIC	53
MASON TENDER.....	54
MASON TENDER (INTERIOR DEMOLITION WORKER).....	55
METALLIC LATHER	56
MILLWRIGHT	57
MOSAIC MECHANIC	58
PAINTER.....	59
PAINTER - LINE STRIPING (ROADWAY).....	60
PAINTER - METAL POLISHER	61
PAINTER - SIGN	62
PAINTER - STRUCTURAL STEEL.....	63
PAPERHANGER	64
PAVER AND ROADBUILDER	64
PLASTERER	66
PLASTERER - TENDER.....	67
PLUMBER.....	68
PLUMBER (MECHANICAL EQUIPMENT AND SERVICE).....	69
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	70
PLUMBER: PUMP & TANK	70
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER.....	71
ROOFER	72
SHEET METAL WORKER.....	73
SHEET METAL WORKER - SPECIALTY	74
SHIPYARD WORKER.....	75
SIGN ERECTOR.....	76
STEAMFITTER	77
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER.....	78
STONE MASON - SETTER	79
TAPER	80
TELECOMMUNICATION WORKER.....	80
TILE FINISHER	82
TILE LAYER - SETTER	82
TIMBERPERSON	83
TUNNEL WORKER	84
UTILITY LOCATOR	86
WELDER	88

ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.21**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.52**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$46.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$61.24**

Supplemental Benefit Rate per Hour: **\$45.62**

Supplemental Note: For time and one half overtime - \$67.98 For double overtime - \$90.34

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars (\$2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents (\$2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$56.32**
Supplemental Benefit Rate per Hour: **\$33.11**

Overtime Description

Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$46.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.93**

Supplemental Benefit Rate per Hour: **\$52.49**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.44**

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.75**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$46.15**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$35.21**

Supplemental Benefit Rate per Hour: **\$21.03**

Tank Helper

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.97**

Supplemental Benefit Rate per Hour: **\$21.03**

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

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

1/2 day on Christmas Eve if work is performed in the A.M.

Christmas Day

1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)

Employed for three (3) years.....two (2) weeks vacation (80 hours)

Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:

Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.28**

Supplemental Benefit Rate per Hour: **\$29.20**

Supplemental Note: \$32.70 on Saturdays; \$36.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.80**

Supplemental Benefit Rate per Hour: **\$21.20**

Supplemental Note: \$22.70 on Saturdays; \$24.20 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)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.97**

Supplemental Benefit Rate per Hour: **\$40.56**

Supplemental Note: Supplemental benefit time and one half rate: \$71.19; Double time rate: double the base supplemental benefit rate.

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. Four Days a week at Ten (10) hours straight time is allowed.

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 off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$41.19**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.62**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.36**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.10**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.83**

Supplemental Benefit Rate per Hour: **\$27.95**

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

When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$53.13**

Supplemental Benefit Rate per Hour: **\$54.60**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$56.02 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.02**

Supplemental Benefit Rate per Hour: **\$43.12**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.80**

Supplemental Benefit Rate per Hour: **\$52.49**

Diver Tender (Marine)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.34**

Supplemental Benefit Rate per Hour: **\$52.49**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.93**

Supplemental Benefit Rate per Hour: **\$52.49**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$49.65**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$22.08; at double time rate - \$29.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver - Tractor Trailer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.06**

Supplemental Benefit Rate per Hour: **\$50.56**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$21.61; at double time rate - \$28.82

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.62**

Supplemental Benefit Rate per Hour: **\$50.56**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$21.61; at double time rate - \$28.82

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$45.52**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.78; double time rate \$22.37

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 Holiday

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Single Shift / First Shift)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$58.00**

Supplemental Benefit Rate per Hour: **\$58.46**

Electrician "A" (Single Shift Overtime after 7 hrs / First Shift Overtime after 8 hrs)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$87.00**

Supplemental Benefit Rate per Hour: **\$62.12**

Electrician "A" (Second Shift)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$68.05**

Supplemental Benefit Rate per Hour: **\$66.61**

Electrician "A" (Second Shift Overtime after 7.5 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$102.08**

Supplemental Benefit Rate per Hour: **\$70.91**

Electrician "A" (Third Shift)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.23**

Supplemental Benefit Rate per Hour: **\$73.47**

Electrician "A" (Third Shift Overtime after 7 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$114.35**

Supplemental Benefit Rate per Hour: **\$78.28**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 two (2) or three (3) shifts are worked for at least five days, the above shift rates apply.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.46.

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$30.50**

Supplemental Benefit Rate per Hour: **\$24.45**

First and Second Year "M" Wage Rate Per Hour: \$26.00

First and Second Year "M" Supplemental Rate: \$22.06

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.75**

Supplemental Benefit Rate per Hour: **\$26.38**

First and Second Year "M" Wage Rate Per Hour: \$39.00

First and Second Year "M" Supplemental Rate: \$23.70

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$33.90**

Supplemental Benefit Rate per Hour: **\$18.43**

Supplemental Note: \$16.80 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Sunday.

Paid Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

- At least 1 year of employment.....ten (10) days
- 5 years or more of employment.....fifteen (15) days
- 10 years of employment.....twenty (20) days
- Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$58.00**
Supplemental Benefit Rate per Hour: **\$60.43**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$43.16**
Supplemental Benefit Rate per Hour: **\$44.83**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$37.11**

Supplemental Benefit Rate per Hour: **\$40.34**

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: 7/1/2020 - 3/16/2021

Wage Rate per Hour: **\$69.56**

Supplemental Benefit Rate per Hour: **\$37.47**

Effective Period: 3/17/2021 - 6/30/2021

Wage Rate per Hour: **\$72.29**

Supplemental Benefit Rate per Hour: **\$38.29**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 3/16/2021

Wage Rate per Hour: **\$54.56**

Supplemental Benefit Rate per Hour: **\$37.37**

Effective Period: 3/17/2021 - 6/30/2021

Wage Rate per Hour: **\$56.77**

Supplemental Benefit Rate per Hour: **\$38.19**

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$72.93**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$116.69**

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.74**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$113.18**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$67.06**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$107.30**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.40**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$112.64**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$92.76**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Off-Shift Wage Rate: **\$148.42**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.12**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$73.79**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.34**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$75.74**

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$63.37**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$101.39**

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.54**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$69.66**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$65.31**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$39.74**
Supplemental Note: \$72.08 on overtime
Off-Shift Wage Rate: **\$104.50**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$61.05**
Supplemental Benefit Rate per Hour: **\$39.74**
Supplemental Note: \$72.08 on overtime
Off-Shift Wage Rate: **\$97.68**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$46.18**
Supplemental Benefit Rate per Hour: **\$39.74**
Supplemental Note: \$72.08 on overtime
Off-Shift Wage Rate: **\$73.89**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.45**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.26**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$59.33**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.78**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.41**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$33.13**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.54**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$65.44**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.83**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.84**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.22**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.85 per hour (time & one half), \$68.15 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.96**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.58 per hour (time & one half), \$68.15 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.94**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.85 per hour (time & one half), \$68.15 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$69.15**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$53.88**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.04**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$84.47**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$135.15**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$87.39**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$139.82**

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$90.15**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$144.24**

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: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$88.02**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$140.83**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$86.31**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$138.10**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$82.08**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$131.33**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$66.62**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$106.59**

Operating Engineer - Road & Heavy Construction VIII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Utility Compressors

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.08**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$65.21**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$78.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **125.04**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$71.97**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$115.15**

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.26**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$90.02**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$82.94**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$132.70**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$80.38**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$128.61**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.91**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$123.06**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.41**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$83.86**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$73.53**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$117.65**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$74.07**

Supplemental Benefit Rate per Hour: **\$32.95**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$118.51

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$105.59
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$168.94

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$82.08
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$131.33

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$80.01
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$128.02

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$67.92
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$108.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$87.64

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$52.80**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$70.36**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$90.61**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$144.98**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$87.12**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$139.39**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$52.37**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$83.79**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.93**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Off-Shift Wage Rate: **\$79.89**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$69.51**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** 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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.21**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$79.02**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$83.68**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$77.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.35**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$60.84**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

For New House Car projects Wage Rate per Hour \$48.70

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

When two (2) or more shifts are employed, single time will be paid for each shift.

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$46.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.55**

Supplemental Benefit Rate per Hour: **\$45.34**

Supplemental Note: Supplemental Benefit Overtime Rate: \$68.03

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building.)

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.02**

Supplemental Benefit Rate per Hour: **\$23.19**

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 rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time 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

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2020 - 9/6/2020

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$16.95**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 9/7/2020 - 6/30/2021

Wage Rate per Hour: **\$38.05**

Supplemental Benefit Rate per Hour: **\$17.75**

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 straight time hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.01**

Supplemental Benefit Rate per Hour: **\$41.16**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar (\$1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

**HOUSE WRECKER
(TOTAL DEMOLITION)**

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$37.18**
Supplemental Benefit Rate per Hour: **\$30.07**

House Wrecker - Tier B

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$26.41**
Supplemental Benefit Rate per Hour: **\$22.48**

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$45.65

Supplemental Benefit Rate per Hour: \$57.62

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.70**

Supplemental Benefit Rate per Hour: **\$80.82**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$46.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with Green Infrastructure projects, the planting of street trees and trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.80**

Supplemental Benefit Rate per Hour: **\$16.55**

Landscaper (Year 3 - 5)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.74**

Supplemental Benefit Rate per Hour: **\$16.55**

Landscaper (up to 3 years)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$16.55**

Groundperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$16.55**

Tree Remover / Pruner

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$38.14**

Supplemental Benefit Rate per Hour: **\$16.55**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.48**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.55**

Watering - Plant Maintainer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.12**

Supplemental Benefit Rate per Hour: **\$16.55**

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.35**

Supplemental Benefit Rate per Hour: **\$41.26**

Marble Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.37**

Supplemental Benefit Rate per Hour: **\$38.71**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Marble Polisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$41.41

Supplemental Benefit Rate per Hour: \$30.93

Marble Maintenance Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$25.53

Supplemental Benefit Rate per Hour: \$13.46

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: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.84**

Supplemental Benefit Rate per Hour: **\$24.90**

Mason Tender Tier B

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.03**

Supplemental Benefit Rate per Hour: **\$19.22**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.25**

Supplemental Benefit Rate per Hour: **\$48.15**

Supplemental Note: For time and one half overtime - \$59.40 For double overtime - \$74.65

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Off-shift work outside of normal working hours shall receive straight time rate plus \$12 per hour for the first seven (7) or eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.70**

Supplemental Benefit Rate per Hour: **\$54.31**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Second shift receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. 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%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.82**

Supplemental Benefit Rate per Hour: **\$42.73**

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.22**

Supplemental Benefit Rate per Hour: **\$42.73**

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.22**

Supplemental Benefit Rate per Hour: **\$42.73**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$34.70**

Supplemental Note: \$40.99 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$34.70**

Supplemental Note: \$ 40.99 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(District Council of Painters #9)

PAINTER - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$13.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$15.00

Lineperson (Thermoplastic)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.00**

Supplemental Benefit Rate per Hour: **\$13.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$15.00

Overtime Description

Time and one half the regular rate for all work in excess of ten (10) straight time hours per day and in excess of forty (40) straight time hours per week.

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime

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

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1010)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.08**

Supplemental Benefit Rate per Hour: **\$9.59**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.03**

Supplemental Benefit Rate per Hour: **\$9.59**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.58**

Supplemental Benefit Rate per Hour: **\$9.59**

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.13**

Supplemental Benefit Rate per Hour: **\$21.13**

Assistant Sign Painter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$19.40**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2020 - 9/30/2020

Wage Rate per Hour: **\$50.25**

Supplemental Benefit Rate per Hour: **\$46.53**

Effective Period: 10/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$48.28**

Painter - Power Tool

Effective Period: 7/1/2020 - 9/30/2020

Wage Rate per Hour: **\$56.25**

Supplemental Benefit Rate per Hour: **\$46.53**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 10/1/2020 - 6/30/2021

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$48.28**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$36.36**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.35**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

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 for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.48**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.95**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.35**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.48**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Paid Holidays

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$45.73

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.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER 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
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.35**

Supplemental Benefit Rate per Hour: **\$37.85**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.36**

Supplemental Benefit Rate per Hour: **\$30.20**

Overtime Description

Double time the regular rate after a 7 hour or 8 hours per day at the employers option.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.37**

Supplemental Benefit Rate per Hour: **\$18.31**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.84**

Supplemental Benefit Rate per Hour: **\$27.20**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$68.38**

Supplemental Benefit Rate per Hour: **\$26.33**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
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, SANDBLASTER,
STEAMBLASTER
(Exterior Building Renovation)**

Journey person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.39**

Supplemental Benefit Rate per Hour: **\$27.79**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
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 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$44.25

Supplemental Benefit Rate per Hour: \$34.81

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.61**

Supplemental Benefit Rate per Hour: **\$52.09**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.49**

Supplemental Benefit Rate per Hour: **\$52.09**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.26**

Supplemental Benefit Rate per Hour: **\$11.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$47.66

Supplemental Benefit Rate per Hour: \$25.99

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$28.50**
Supplemental Benefit Rate per Hour: **\$3.95**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$19.07**
Supplemental Benefit Rate per Hour: **\$3.59**

Shipyard Laborer - First Class

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$23.40**
Supplemental Benefit Rate per Hour: **\$3.75**

Shipyard Laborer - Second Class

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$17.38**
Supplemental Benefit Rate per Hour: **\$3.52**

Shipyard Dockhand - First Class

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$21.57**
Supplemental Benefit Rate per Hour: **\$3.68**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$17.28**

Supplemental Benefit Rate per Hour: **\$3.52**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

SIGN ERECTOR

(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.79**

Supplemental Benefit Rate per Hour: **\$56.05**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$57.95**

Supplemental Benefit Rate per Hour: **\$57.84**

Supplemental Note: Overtime supplemental benefit rate: \$114.94

Steamfitter -Temporary Services

When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.04**

Supplemental Benefit Rate per Hour: **\$47.01**

Overtime Description

Double Time the regular rate after 7 or 8 hours in a day.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental 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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$42.60**

Supplemental Benefit Rate per Hour: **\$17.96**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.99**

Supplemental Benefit Rate per Hour: **\$45.58**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$27.56**

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.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Telecommunication Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.88**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.31**

Supplemental Benefit Rate per Hour: **\$34.43**

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 (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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.86**

Supplemental Benefit Rate per Hour: **\$39.08**

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

Shift Rates

Off shift 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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.05**

Supplemental Benefit Rate per Hour: **\$51.94**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$67.00

Supplemental Benefit Rate per Hour: \$58.33

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$64.63

Supplemental Benefit Rate per Hour: \$56.47

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$63.53

Supplemental Benefit Rate per Hour: \$55.38

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$62.29**
Supplemental Benefit Rate per Hour: **\$54.44**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$62.29**
Supplemental Benefit Rate per Hour: **\$54.44**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$54.72**
Supplemental Benefit Rate per Hour: **\$51.24**

Blasters (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$63.91**
Supplemental Benefit Rate per Hour: **\$56.01**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$61.15**
Supplemental Benefit Rate per Hour: **\$53.66**

All Others (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$56.51**
Supplemental Benefit Rate per Hour: **\$49.67**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$48.92**
Supplemental Benefit Rate per Hour: **\$42.93**

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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)

UTILITY LOCATOR
(Locate & mark underground utilities for street excavation.)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.56**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.85**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 4)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 3)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.30**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 2)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$19.13**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 1)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.04**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Up to 1 year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours

For year 1 - 2 48 hours per year

For year 3 - 9 96 hours per year

For year 10 or more 144 hours per year

Sick Days:

For up to 1 year employee receives 40 hours paid sick leave.

For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.

For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.

For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BOILERMAKER	3
BRICKLAYER	4
CARPENTER	5
CARPENTER - HIGH RISE CONCRETE FORMS.....	5
CEMENT MASON	6
CEMENT AND CONCRETE WORKER	7
DERRICKPERSON & RIGGER (STONE)	7
DOCKBUILDER/PILE DRIVER	8
ELECTRICIAN	9
ELEVATOR CONSTRUCTOR	10
ELEVATOR REPAIR & MAINTENANCE	11
ENGINEER	12
ENGINEER - OPERATING	13
FLOOR COVERER	14
GLAZIER	14
HAZARDOUS MATERIAL HANDLER	15
HEAT & FROST INSULATOR	16
HOUSE WRECKER	16
IRON WORKER - ORNAMENTAL	17
IRON WORKER - STRUCTURAL	18
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	18
MARBLE MECHANICS	19
MASON TENDER	21
METALLIC LATHER	22
MILLWRIGHT.....	22
PAINTER	23
PAINTER - METAL POLISHER.....	24
PAINTER - STRUCTURAL STEEL	24
PAVER AND ROADBUILDER	25
PLASTERER	25
PLASTERER - TENDER	26
PLUMBER	27
POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER	28
ROOFER	29
SHEET METAL WORKER	30
SIGN ERECTOR	31
STEAMFITTER	32
STEAMFITTER - REFRIGERATION & AIR CONDITIONER.....	33
STONE MASON - SETTER	34
TAPER	34
TILE LAYER - SETTER	35
TIMBERPERSON.....	36

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$32.44

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.32

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.21

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.07

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$39.97

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$41.86

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$43.73

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$19.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$15.95

Wage Rate Per Hour For Heavy Apprentice: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

Carpenter (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$22.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$17.45

Wage Rate Per Hour For Heavy Apprentice: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

Carpenter (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$26.45

Supplemental Benefit Rate Per Hour For Building Apprentice: \$21.05

Wage Rate Per Hour For Heavy Apprentice: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

Carpenter (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$34.33

Supplemental Benefit Rate Per Hour For Building Apprentice: \$23.05

Wage Rate Per Hour For Heavy Apprentice: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Carpenter - High Rise (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$17.52
Supplemental Benefit Rate per Hour: \$16.30

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$23.95
Supplemental Benefit Rate per Hour: \$16.43

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$30.53
Supplemental Benefit Rate per Hour: \$16.56

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$38.15
Supplemental Benefit Rate per Hour: \$16.71

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 53% of Journeyman's rate
Supplemental Benefit Rate per Hour: \$14.29

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 69% of Journeyman's rate
Supplemental Benefit Rate per Hour: \$19.22

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate per Hour: \$20.30

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2020 - 6/30/2021
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: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$16.50**

Supplemental Benefit Rate per Hour: **\$14.54**

Overtime Supplemental Rate Per Hour: **\$15.63**

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$14.80**

Overtime Supplemental Rate Per Hour: **\$15.93**

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$15.31**

Overtime Supplemental Rate Per Hour: **\$16.51**

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$19.00**

Supplemental Benefit Rate per Hour: **\$15.83**

Overtime Supplemental Rate Per Hour: **\$17.09**

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.00**

Supplemental Benefit Rate per Hour: **\$16.35**

Overtime Supplemental Rate Per Hour: **\$17.68**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.87**
Overtime Supplemental Rate Per Hour: \$18.26

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$22.00**
Supplemental Benefit Rate per Hour: **\$17.38**
Overtime Supplemental Rate Per Hour: \$18.84

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$24.00**
Supplemental Benefit Rate per Hour: **\$18.42**
Overtime Supplemental Rate Per Hour: \$20.01

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$26.00**
Supplemental Benefit Rate per Hour: **\$22.06**
Overtime Supplemental Rate Per Hour: \$23.70

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$30.50**
Supplemental Benefit Rate per Hour: **\$24.45**
Overtime Supplemental Rate Per Hour: \$26.38

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.76

Elevator (Constructor) - Second Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.67

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.31

Elevator (Constructor) - Third Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.74

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.42

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.80

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.52

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.09

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.71

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.62

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.26

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.67

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$34.35

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$34.73

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$35.45

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$25.38
Supplemental Benefit Rate per Hour: \$26.69

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Engineer - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$31.72**
Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$34.89**
Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$38.06**
Supplemental Benefit Rate per Hour: **\$26.69**

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$22.45**

Operating Engineer - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$22.45**

Operating Engineer - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$22.45**

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$24.20**

Supplemental Benefit Rate per Hour: **\$15.95**

Floor Coverer (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.20**

Supplemental Benefit Rate per Hour: **\$17.45**

Floor Coverer (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.45**

Supplemental Benefit Rate per Hour: **\$21.05**

Floor Coverer (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$39.33**

Supplemental Benefit Rate per Hour: **\$23.05**

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Glazier (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 78% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 83% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 45% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$20.20
Supplemental Benefit Rate per Hour: \$9.67

House Wrecker - Second Year

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$22.15**

Supplemental Benefit Rate per Hour: **\$9.67**

House Wrecker - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

House Wrecker - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: **\$40.20**

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: **\$41.44**

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: **\$42.68**

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: **\$45.17**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$27.45
Supplemental Benefit Rate per Hour: \$55.62

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$28.05
Supplemental Benefit Rate per Hour: \$55.62

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$28.66
Supplemental Benefit Rate per Hour: \$55.62

(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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2020 - 6/30/2021

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.20**

Supplemental Benefit Rate per Hour: **\$9.67**

Mason Tender - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.15**

Supplemental Benefit Rate per Hour: **\$9.67**

Mason Tender - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

Mason Tender - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.55**

Supplemental Benefit Rate per Hour: **\$17.87**

Metallic Lather (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$20.66**

Metallic Lather (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.68**

Supplemental Benefit Rate per Hour: **\$21.32**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$21.82**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.99**

Supplemental Benefit Rate per Hour: **\$34.94**

Millwright (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$38.64**

Millwright (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.89**

Supplemental Benefit Rate per Hour: **\$42.99**

Millwright (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.79**

Supplemental Benefit Rate per Hour: **\$49.75**

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.20**

Supplemental Benefit Rate per Hour: **\$15.93**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$20.49**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$25.80**

Supplemental Benefit Rate per Hour: **\$24.11**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.40**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$30.93**

(District Council of Painters)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$16.00**

Supplemental Benefit Rate per Hour: **\$6.66**

Metal Polisher (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$6.66**

Metal Polisher (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$6.66**

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$29.36

Supplemental Benefit Rate per Hour: \$22.50

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$22.50

(Local #1010)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$20.20
Supplemental Benefit Rate per Hour: \$9.67

Plasterer Tender - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$22.15
Supplemental Benefit Rate per Hour: \$9.67

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plasterer Tender - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

Plasterer Tender - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$16.28**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.91**

Supplemental Benefit Rate per Hour: **\$20.13**

Plumber - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$30.01**

Supplemental Benefit Rate per Hour: **\$20.13**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plumber - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$32.86**
Supplemental Benefit Rate per Hour: **\$20.13**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$34.26**
Supplemental Benefit Rate per Hour: **\$20.13**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$46.33**
Supplemental Benefit Rate per Hour: **\$20.13**

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$27.14**
Supplemental Benefit Rate per Hour: **\$14.34**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$30.50**
Supplemental Benefit Rate per Hour: **\$19.24**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$36.10**
Supplemental Benefit Rate per Hour: **\$21.99**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.46**

Supplemental Benefit Rate per Hour: **\$22.99**

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$3.51**

Roofer - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$17.54**

Roofer - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$20.99**

Roofer - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$26.18**

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.51

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.11

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.09

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.81

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.81

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.91

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.91

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$42.65

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$16.13

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$18.29

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$20.47

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$22.67

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$30.68

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$33.38

Sign Erector - Fourth Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.84

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.62

Sign Erector - Fifth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.38

Sign Erector - Sixth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$45.13

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

**STEAMFITTER - REFRIGERATION & AIR CONDITIONER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$20.63

Supplemental Benefit Rate per Hour: \$12.13

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$24.89

Supplemental Benefit Rate per Hour: \$13.25

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$29.00

Supplemental Benefit Rate per Hour: \$14.43

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$35.01

Supplemental Benefit Rate per Hour: \$16.02

(Local #638-B)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

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: 7/1/2020 - 6/30/2021

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: 7/1/2020 - 6/30/2021

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: 7/1/2020 - 6/30/2021

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Drywall Taper - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

Timberperson - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

Timberperson - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

Timberperson - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

(Local #1536)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi 

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

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**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 2 OF 3

Contractor

Dated _____, 20__

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20__

(NO TEXT ON THIS PAGE)



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: HWPLZ015M

**PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSCLAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

**TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK**

MFM CONTRACTING CORP

Contractor

Dated JUNE 23, 2021

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

CL 12/30/20

Dated December 30, 2020



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND
CONSTRUCTION
DIVISION OF INFRASTRUCTURE**
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):

BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:

_____ ADDENDUMS

DDC CLIENT AGENCY:

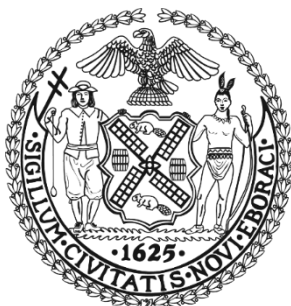
DEPARTMENT OF TRANSPORTATION

PREPARED BY:

AECOM

DATE PREPARED:

September 10, 2020



VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: HWPLZ015M

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD
SPECIFICATIONS**

**PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSCLAPING, STORM SEWER,
WATER MAIN, STREET LIGHTING, AND
TRAFFIC SIGNAL WORK**

TOGETHER WITH ALL WORK INCIDENTAL THERETO
**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

(NO TEXT ON THIS PAGE)

VOLUME 3 OF 3

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
SPECIFICATIONS AND STANDARDS OF NEW YORK CITY		1 OF 2 AND 2 OF 2
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT	SA-1 to SA-12
R - PAGES	REVISIONS TO STANDARD SPECIFICATIONS	R-1 to R-2
I – PAGES	NEW SECTIONS	I-1 to I-104
S – PAGES	SPECIAL PROVISIONS	S-1 to S-24
SW - PAGES	SEWER AND WATER MAIN SPECIFICATIONS	SW-1 to SW-4
HAZ – PAGES	SPECIFICATIONS FOR HANDLING TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS	HAZ-1 TO HAZ-37
UI – PAGES	UTILITY INTERFERENCES SECTION	UI-1 to UI-34

(NO TEXT ON THIS PAGE)

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> and <https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec> or for purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYC DOT Standard Details of Construction, July 2010 (Revised March 15, 2016)
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <https://www1.nyc.gov/site/dep/water/green-infrastructure.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: <https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf>

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010.

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

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p>The Contractor shall provide the safety personnel as indicated to the right.</p>	<ul style="list-style-type: none"> ■ Project Safety Representative ■ Dedicated, full-time Project Safety Manager
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	<p>\$<u>2,500.00</u> for each consecutive calendar day over substantial completion time</p>
<p align="center"><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed <u>49</u> % of the Contract price</p>

<p style="text-align: center;"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p style="text-align: center;"><u>5 %</u> of the value of the Work</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-12</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>1% of Contract price</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>Eighteen (18) Months, excluding Trees and Plants</p> <p>Twenty-four (24) Months for Trees and Plants</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, as shown in the column to the right.</p>	<p>Addenda, numbered:</p> <p>_____</p> <p>_____</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was Awarded:</p> <p>_____</p> <p>_____ Dollars</p> <p>(\$ _____)</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>See M/WBE Utilization Plan in the Bid Booklet</p>

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

Date for Substantial Completion (Reference: Article 14)

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

The Base Contract Duration for this project is 730 consecutive calendar days (“ccds”).

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

YES NO

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

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

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

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

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

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

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

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

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

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p>Additional Requirements: (1) 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</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Builders' Risk Art. 22.1.4 	<ul style="list-style-type: none"> <input type="checkbox"/> Required: 100% of total bid amount <input type="checkbox"/> Required: 100 % of total bid amount for Item(s): Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear. If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.

<p><input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5</p>	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees</p>
<p><input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6</p>	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p><input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)</p>	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p><input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)</p>	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>	
<p>[OTHER] Art. 22.1.8</p> <p><input checked="" type="checkbox"/> Engineer's Field Office</p> <p>Section 6.40, Standard Highway Specifications</p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p>Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.</p>	

Per **Article 22.2.5 of the Standard Construction Contract**: The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein

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

PART III. CERTIFICATES OF INSURANCE

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

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

-- OR --

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

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

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

DDC Director, Insurance Risk Manager

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

Long Island City, NY 11101

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REVISIONS TO STANDARD SPECIFICATIONS**NOTICE**

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

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

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

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

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

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES
- SB 19-001 – RESTORATION OF PAVEMENT SURFACE
- SB 19-002 – SCHEDULE OF OPERATIONS

The SB(s) are available online at:

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

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

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NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS MUST BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

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TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
4.04 BPB	CONCRETE BASE FOR PAVERS, THICKNESS AS SPECIFIED, CLASS B-32	I-1
4.06 TA	CONCRETE IN STRUCTURES FOR SUBWAY VENTS	I-3
4.07 D	GRANITE CURBS	I-5
4.13 DS	DETECTABLE WARNING SURFACE – SPECIAL PRECAST	I-9
4.14 TA	STEEL REINFORCING BARS FOR SUBWAY VENTS	I-11
4.15 PSX	SOIL MEDIUM FOR PLANTERS	I-12
6.18 MLF	METAL LOUVER FENCE AND GATE	I-16
6.28 ME	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECT	I-23
6.34 A	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH	I-26
6.39 B	MOBILIZATION	I-27
6.59 REM	REMOVAL OF EXISTING GUARD BOOTHS, OPERABLE BARRIERS, CONCRETE PLANTERS, CONCRETE BARRIER SECTIONS, BOLLARDS, AND CONCRETE BLOCKS	I-29
7.01 P	CUSTOM SUBWAY FRAMES AND GRATINGS	I-31
7.07 SB	CRASH-RATED VEHICULAR BARRIERS	I-34
7.35	PEDESTRIAN CHANNELIZER	I-42
7.50 RBR	REMOVE AND REINSTALL BENCH	I-45
7.50 PS	LITTER RECEPTACLE	I-47
7.53 KB	TABLE AND CHAIR	I-51
7.54 RR	REMOVE AND REINSTALL BRONZE TRENCH DRAIN	I-57
7.55 BR	REMOVE AND REINSTALL BRONZE RAILING	I-60
7.55 SG	MANUAL SWING GATE HIGH IMPACT VEHICLE BARRIER SYSTEM	I-63
7.70 TPR	TEMPORARY PEDESTRIAN RAMP (NOT A PAY ITEM)	I-68

8.26 R	EXISTING STONE WALL RESTORATION	I-70
8.32	BARK CHIP MULCH	I-72
8.52	ALLOWANCE FOR WAYFINDING TOTEMS	I-73
8.52 FP	STEEL FOUNDATION PLATE (NOT A PAY ITEM)	I-75
8.52 PT	PAVING TRAY (NOT A PAY ITEM)	I-76
8.52 WSF	WAYFINDING SIGN FOOTING	I-77
9.06 HW	ALLOWANCE FOR DECORATIVE MESH FABRIC	I-79
9.95 G	DIMENSIONED GRANITE MASONRY	I-80
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	I-89
NYCT-7A	MEMBRANE WATERPROOFING	I-90
PER-BP	REMOVE AND REINSTALL EXISTING BRONZE PLAQUES	I-98
PK-25J	PRECAST CONCRETE PLANTER, 72" ROUND X 30" HEIGHT	I-101

SECTION 4.04 BPB

Concrete Base for Pavers, Thickness as Specified, Class B-32

4.04BPB.1. INTENT

This section describes construction of Concrete Base for Pavers.

4.04BPB.2. DESCRIPTION

Concrete base for pavers must consist of a course of concrete of a thickness and type as specified on the Contract Drawings, which must be keyed into the adjacent base for pavement when used in roadway areas or keyed into the adjacent concrete sidewalk when used in sidewalk areas.

4.04BPB.3. MATERIALS

Concrete must comply with the requirements of **Section 3.05** of the NYC DOT Standard Highway Specifications, Class B-32, Type IA, unless otherwise specified.

All materials must comply with the requirements of **Section 4.04 BP** of the NYC DOT Standard Highway Specifications.

Kind of reinforcement, size and placement must be as specified or as shown on the Contract Drawings.

4.04BPB.4. METHODS

Construction sequence must comply with the requirements of **Section 4.04 BP** of the NYC DOT Standard Highway Specifications, except with the following modifications and additions:

Due to the existing subsurface vault in the area being paved under Subsection 6.60 B, Furnish and Install Asphalt Block Pavers of the NYC DOT Standard Highway Specifications, the Contractor must be required to adhere to the proper concrete thicknesses as required in the Contract Drawings.

4.04BPB.5. TRAFFIC

No traffic of any kind will be allowed on the concrete base until permitted by the Engineer. Normally that must be at least seven (7) days.

4.04BPB.6. MEASUREMENT

The volume of concrete in cubic yards and the amount to be paid must be determined from cores taken by the Contractor after twenty-eight (28) days of curing in accordance with

Section 5.04. Where concrete is laid upon an existing concrete base, the volume of concrete in cubic yards must be determined from cross sections.

In determining the volume of concrete to be paid for, the spaces occupied by rails, bases of columns, manhole heads, gate boxes, road boxes and similar structures will be deducted when their superficial areas measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

4.04BPB.7. PRICE TO COVER

The contract price for Concrete Base for Pavers per cubic yard must cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish, lay and cure the concrete, of the Class, Type and thickness specified, complete in full compliance with the requirements of the specifications, including, but not limited to, furnishing and placing foundation material and stainless steel dowels at expansion joints, to furnish such samples and cores for testing and to provide such testing equipment, laboratory space and facilities as may be required, and to maintain the concrete base in good condition as specified in **Section 5.05** of the NYC DOT Standard Highway Specifications.

Payment will be made under:

Item No.	Description	Pay Unit
4.04 BPB	CONCRETE BASE FOR PAVERS, THICKNESS AS SPECIFIED, CLASS B-32	C.Y.

SECTION 4.06 TA

Concrete in Structures for Subway Vents

4.06TA.1. INTENT

This section describes Concrete in Structures for the reconstruction of NYC Transit Authority (TA) subway vents (ventilators).

4.06TA.2. DESCRIPTION

Concrete in Structures for Subway Vents under this section must refer to all concrete used in the reconstruction of TA subway vents (ventilators).

4.06TA.3. MATERIALS AND METHODS

All materials and methods of construction must be as shown on the Contract Drawings and must comply with the requirements of the Transit Authority "Specification Section 3A – Concrete".

4.06TA.4. MEASUREMENT AND PAYMENT

The contract price bid per cubic yard for Concrete in Structures, measured in place, except where otherwise specifically provided for, will be paid for at the price stipulated in ITEM 4.06 TA, which price must include the cost of all scaffolding, centers, forms and the removal of the same; all draining and panning with metal pans and all connections and drains to the permanent or temporary drainage system, all troweling where required; all work, labor and material required for construction joints for joining old masonry and new concrete, including roughening and keying, where required but not including dowels; waterstops; all admixtures; placement by pumping methods, drillings holes; all grouting not otherwise specifically provided for; all work, labor and materials required for making smooth surfaces of concrete to which waterproofing is to be applied; sleeves; all premolded fillers and sealers for joints; and all other incidental work, labor and material. Payment for "Finishes" as required by paragraphs 3.17 and 3.18 in the following Specification Section 3A - Concrete, where such finished surfaces are indicated, will be deemed to be included in the price stipulated in **Section 4.06 TA**, which price must include the cost of all scaffolding, chipping, rubbing and other incidental work, labor and material required or necessary to produce a smooth finished surface. Measurement for payment will be made on the basis of the actual volume of concrete installed.

Dry packing and grouting, where permitted or ordered in lieu of concrete, within payment lines for concrete, will be paid for under **Section 4.06 TA**.

In estimating the volume of concrete to be paid for, the space occupied by such embedded materials as structural steel and structural steel reinforcement rods, and anchor bolts will not

be deducted; space occupied by conduits, drains, sewers single ducts and other pipes, the cross-sectional area of which is less than 0.25 square feet will not be deducted. Space occupied by duct banks will be deducted.

Except as otherwise specifically provided in this Contract, the cost of placing all concrete outside the payment lines is deemed to be included in the amount estimated within the payment lines and paid for at the prices stipulated in the appropriate ITEMS of the BID SCHEDULE.

Steel Reinforcing Bars for Subway Vents must be furnished and place under **Section 4.14 TA**. Removal of the existing vents must be paid for under **Section 7.01 P**.

Payment will be made under:

Item No.	Description	Pay Unit
4.06 TA	CONCRETE IN STRUCTURES FOR SUBWAY VENTS	C.Y.

SECTION 4.07 D Granite Curbs

4.07D.1. INTENT

This section describes the construction of Granite Curbs.

4.07D.2. DESCRIPTION

Curbs must be granite twelve (12") inch wide or six (6") inch wide as specified and with a concrete cradle, unless otherwise specified or shown on the Contract Drawings.

4.07D.3. MATERIALS

Construction materials must comply with the requirements of Subsection 4.07.3 of the NYC DOT Standard Highway Specifications, except with the following modifications and additions:

(A) CURBS

Granite curbs must comply with the requirements of Subsection 2.12 of the NYC DOT Standard Highway Specifications for a Type 1, Class A, granite curb, except that the twelve (12") inch wide curb must be twelve (12") inches wide at the top and the bottom width must be a minimum of ten (10") inches. The six (6") inch wide curb must be six (6") inches on top and in accordance with NYC DOT Standard Details for Construction Standard Detail H-1056, and Subsection 2.12 of the NYC DOT Standard Highway Specifications. Where shown on the Contract Drawings, the back of the curb must be modified as shown on the Contract Drawings to accommodate the adjacent vault structure.

The standard length of granite curb is to be in ten (10') foot segments and must comply with specifications as detailed in **Section 2.12** of the NYC DOT Standard Highway Specifications, with the exception of Subsection 2.12.3.C of the NYC DOT Standard Highway Specifications. Dimensions of the Granite curbs must be as mentioned herein these specifications and as shown on the drawings, or as directed by the Engineer.

Typical joint width must be 1/4" unless otherwise specified in the drawings.

Granite curb must be "Jet Mist" granite, consisting of a fine-grained granite, dark grey in color, with light-grey veins and swirls, matching that specified for Dimensioned Granite Masonry in Section 9.95 G, all from the same quarry, as supplied by the following:

1. Furlong & Lee Stone Sales, Inc., Rockville Center, New York, NY, (212) 986-3828;

2. The North Carolina Granite Corporation, Mt. Airy, North Carolina, (336) 786-5141;
3. Polycor, Riviere-A-Pierre, QC Canada , (418) 692-4695
4. or approved equivalent.

Stone from other suppliers may be deemed acceptable as “equivalent” based on criteria including individual specimen color and texture, material properties, contrast and compatibility of texture and color with other materials specified.

(B) PREFORMED RUBBER EPOXY EXPANSION JOINT FILLER

Expansion Joint Filler between the Granite Curbs and the 3” thick granite band assembly must be 1/4” thick.

4.07D.4. SUBMITTALS

The following must be submitted in accordance to the conditions of the Contract Drawings and Specifications.

(A) All submittals must comply with the requirements of Subsection 9.95G.4., herein this Addendum.

(B) Physical properties of the granite must have been derived from tests by an independent engineering laboratory acceptable to the Engineer, and must be furnished by the Contractor to the Engineer for the stone selected. This performance data must include:

- ASTM C97 - Absorption and Bulk Specific Gravity of Dimension Stone
- ASTM C880 - Flexural Strength of Dimension Stone
- ASTM C170 - Compressive Strength of Dimension Stone
- ASTM C99 - Modulus of Rupture of Dimension Stone
- ASTM C241 - Abrasion Resistance of Stone Subjected to Food Traffic

(C) Qualification of the Granite Installer: Prior to starting any granite work the Contractor must submit for the Engineer’s review and approval, proof that the Contractor/Subcontractor installing the granite has satisfactorily completion of three (3) similar or large exterior granite installations in the New York City region within the past five (5) years. Project references and the location of each installation for each of the 3 jobs are to be submitted in writing to the Engineer for approval.

(D) Shop Drawings: Submit shop drawings for proposed straight and corner curb, including depressing and transitional curb details at pedestrian ramp locations, and for all special non-standard shaped curb, for the approval by the Engineer. Show sizes, thicknesses, jointing, anchoring, connection details, support, and dimensions for each stone piece. Show in detail the construction, method of installation and attachment, and anchoring devices. Shop drawings must clearly show the relationship to adjoining construction. Stone pieces on the shop drawings must be numbered and the numbers

must correspond to the numbers of stone pieces delivered to the site. Show location of mortar pointed and sealant filled joints.

4.07D.5. METHODS

(A) ALL NEW GRANITE CURBS

Construction sequence must comply with the requirements of Subsections 4.07.4 and 4.07.5 of the Standard Highway Specifications, except with the following modifications and additions:

Due to the area being paved under this Section, the Contractor must be required to perform line and grade surveys, in accordance with the requirements of Section 6.41, of the area being paved to ensure that the finished work under this Section is at the proper elevation, grade and alignment. Should the Contractor fail to achieve the proper elevation, grade and alignment of pavers, he must be required to excavate and reconstruct the area as directed by the Engineer, at no additional cost to the City.

Prior to construction of any granite curb under this section, the Contractor must first be required to construct onsite or at another location as directed by the Engineer, a mock-up of the proposed curb constructed in accordance with the Contract Documents and Specification. The mock-up is to be done in conjunction with mock-ups to be constructed under Sections 6.60 B and 9.95 G, such that it incorporates a representative section of the plaza scope of work as agreed upon by the Engineer. Written acceptance and approval of the mock-up by the Engineer is required before proceeding with the work under this section.

(B) NEW GRANITE CURBS OVER SHALLOW CONDITIONS

Prior to construction of any granite curb under this section, the Contractor must first be required to locate the exterior vault wall prior to installing the granite curb to ensure that the finished work under this Section does not damage the existing vault. Where the vault is present, a granite curb over shallow conditions must be installed in accordance with the Contract Drawings. Should the Contractor damage the vault, he must be required to repair the structure to the satisfaction of the Engineer at no additional cost to the City.

4.07D.6. MEASUREMENT

The quantity to be measured for payment must be the number of linear feet of each type of new granite curb constructed, complete, as required, measured in place along the top of the exposed face of curb, and adjusted in accordance with **Section 5.04** of the Standard Highway Specifications. Curved granite curb will be measured as straight curb when the radius is greater than 100 feet and as corner curb when the radius is 100 feet or less. Corner curb will be measured only from PC to PT.

4.07D.7. PRICES TO COVER

The contract price per linear foot of each type of new curb with concrete cradle must cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct the curb complete in place, including, but not limited to, performing line and grade surveys, excavation (other than rock excavation), backfilling, sealing, and jointing, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required, construction of the sample mock-up of the work, and to maintain the curb in good condition as required in **Section 5.05** of the NYC DOT Standard Highway Specifications.

Payment will be made under:

Item No.	Description	Pay Unit
4.07 CB	NEW GRANITE CURB, STRAIGHT	L.F.
4.07 DB	NEW GRANITE CURB, STRAIGHT (1'-0" WIDE)	L.F.
4.07 DC	NEW GRANITE CURB, CORNER (1'-0" WIDE)	L.F.
4.07 DD	NEW DEPRESSED GRANITE CURB, CORNER (1'-0" WIDE)	L.F.

SECTION 4.13 DS

Detectable Warning Surface – Special Precast

4.13DS.1. DESCRIPTION

This work must consist of furnishing and installing a precast concrete detectable warning surface on pedestrian ramps as indicated on the Contract Drawings.

4.13DS.2. MATERIALS

All detectable warning systems must meet the following requirements: The detectable warning surface must be of the dimensions shown on the drawings and must be “red” color precast concrete paver (with truncated dome surface required for ADA compliance) with light sandblast or acid-etch finish, as manufactured by:

1. Unilock New York, Brewster, NY 10509, Phone: (845) 278-6700;
2. Hanover Architectural Products, Hanover, PA 17331, Phone: (717) 637-0500;
3. Wassau Tile, Wausau, WI 54402, Phone: (800) 388-8728;
4. or, an approved equivalent.

The detectable warning surface must contrast visually with adjoining surfaces by at least a 70% as defined in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) Specifications.

4.13DS.3. SUBMITTALS

Follow the procedures in the General Conditions of **Section 1.06.31** of the NYC DOT Standard Highway Specifications. Submit product data and two (2) 12” x 12” samples exhibiting the full range of color and texture of the product.

The friction characteristics of completed detectable warning surfaces must be approximately the same as the adjoining sidewalk or sidewalk pedestrian ramp surfaces as determined by the Engineer.

4.13DS.4. METHODS

Special detectable warning surface units must be as shown on the Contract Drawings, and must be installed on a mortar setting bed in accordance with specifications for **Section 9.95 G**, Dimensioned Granite Masonry The pavers must be used as whole units. Under no circumstances should pavers be cut.

4.13DS.5. MEASUREMENT

The quantity of Detectable Warning Surface to be measured for payment must be the number of square feet, measured to the nearest tenth of a square foot, installed to the satisfaction of the Engineer.

4.13DS.6. PRICE TO COVER

The unit price bid per square foot of Detectable Warning Surface – Special Precast, must include all labor, material, equipment, insurance, and incidental necessary to complete the work, including but not limited to setting bed material, job site sample(s), repairs and clean up.

Payment for this item, Detectable Warning Surface – Special Precast, must be in addition to payment for the concrete base on which the detectable warning surface and setting bed is installed, pay item 4.13 ABS, 4” Concrete Sidewalk (Pigmented).

Payment will be made under:

Item No.	Description	Pay Unit
4.13 DS	DETECTABLE WARNING SURFACE – SPECIAL PRECAST	S.F.

SECTION 4.14 TA

Steel Reinforcing Bars for Subway Vents

4.14TA.1. INTENT

This section describes Steel Reinforcing Bars for the reconstruction of NYC Transit Authority (TA) subway vents (ventilators).

4.14TA.2. DESCRIPTION

Steel Reinforcing Bars under this section must refer to all steel reinforcement used in TA subway vent reconstruction.

4.14TA.3. MATERIALS AND METHODS

All materials and methods of construction must be as shown on the Contract Drawings and must comply with the requirements of the Transit Authority “Specification Section 3B – Concrete Reinforcement”.

4.14TA.4. MEASUREMENT AND PAYMENT

The weight of reinforcement bars paid for will be the theoretical weight of the bars. The theoretical weight of deformed bars must be the theoretical weight of plain, round bars of the same nominal size.

Spacer bars, wires and other devices not indicated on the Contract Drawings used for holding reinforcement bars in position while the concrete is being placed will not be measured for payment, but the cost of such spacer bars, wires and other devices is deemed to be included in the prices stipulated in the PRICE SCHEDULE for the work and materials for which such rods and other devices are made necessary.

Payment for steel reinforcement bars will be made at the price stipulated in **Section 4.14 TA**, which price must include the cost of all steel rods, bars, anchors and dowels in place in the concrete, including epoxy coating, all bending and cutting and the necessary devices for holding the rods in position while the concrete is being placed, all grouting in connection with the placing of dowels and all other work, labor and materials necessary therefor or incidental thereto.

Payment will be made under:

Item No.	Description	Pay Unit
4.14 TA	STEEL REINFORCING BARS FOR SUBWAY VENTS	LBS

SECTION 4.15 PSX Soil Medium for Planters

4.15.1. PSX. DESCRIPTION

Under this section, the Contractor must furnish and place Soil Medium for Planters in accordance with the Contract Drawings and specifications and as directed by the Engineer.

4.15.2. PSX. MATERIALS

(A) Soil Medium Mix must consist of the following components, in proportions by volume: 21% Compost, 18% Coarse Sand, 21% Coir Fiber, 18% Composted Pine Bark and 21% Perlite.

Additionally, Soil Medium must be amended with the following amendments and amounts per cubic yard:

- 5 pounds bonemeal,
- 1 pound commercial fertilizer,
- 1 pound controlled release fertilizer,
- 2 pounds Hydrogel (or as recommended by manufacturer),
- Limestone as required for specified pH.

Soil Medium Mix must conform to the following requirements:

- Organic Matter: 4% minimum – 10% maximum.
- pH: 6.0 - 7.0.
- Soluble salts: Less than 2 mmhos per centimeter.
- Macronutrients:

Nitrogen: 20 – 100 ppm

Phosphorus: 5 – 50 ppm

Potassium: 10 – 200 ppm

- Secondary nutrients:

Calcium: 100 – 200 ppm

Magnesium: 10 – 180 ppm

Sulphur: 10 – 20 ppm

- Micronutrients:

Boron: 0.05 – 0.5 ppm

Chlorine: 5 – 50 ppm

Copper: 0.001 – 0.5 ppm

Iron: more than 0.5 ppm

Manganese: more than 0.5 ppm

Molybdenum: less than 10 ppm

Zinc: 0.3 – 3 ppm

(B) COMPOST AND COMPOSTED PINE BARK FOR SOIL MEDIUM MIX

A. All compost must conform to the following requirements:

1. Material must be capable of sustaining the growth of vegetation, with no materials toxic to plant growth.
2. Material must be derived from organic wastes such as food and agriculture residues, composted cow or other animal manures, sewage sludge or other materials that meet the specified requirements.
3. Compost must be screened, and must be free of viable weed seed, stones, branches, roots or wood chips, and all debris such as plastic fragments, glass, and metal fragments.
4. Composted pine bark must be composed of 5/8" and smaller particles.
5. Material must be composted for a minimum of 12 months.
6. Acceptable manufacturers include the following, or an approved equivalent:

Agresource: 110 Boxford Rd. Rowley, MA 01969, Phone 978-270-9132, www.agresourceinc.com

Nature's Choice Corp., 506 Houses Corner Rd, Sparta, NJ, 07871, Phone 973-969-3299, www.natureschoicecorp.com

Long Island Compost: 400 Urban Avenue, Westbury, NY 11590, Phone 516-334-6600, www.licompost.com

B. Compost must show conformance with the following requirements:

1. pH: 6.0 to 8.0.
2. Organic content: 35% minimum.
3. Carbon/nitrogen ratio: 12:1 to 30:1.
4. Passing 1" screen: 100%

C. Compost source must be approved by New York State Department of Environmental Conservation.

(C) SOIL AMENDMENT MATERIALS FOR SOIL MEDIUM MIX

A. Sand: Washed coarse grit mason sand.

B. Bonemeal: Must be finely ground and have the following N-P-K (Nitrogen Phosphorus-Potassium) analysis: 4-12-0.

C. Commercial Fertilizer: Must have the following N-P-K analysis: 10-6-4.

1. A minimum of 50% of the nitrogen must be derived from organic sources.
2. If soil tests indicate need for a different composition, Contractor must submit proposed alternate fertilizer for approval.

D. Controlled-release Fertilizer: Must be in granular form and must have the following N-P-K analysis: 10-6-4.

E. Limestone: Must be granular limestone, produced from Dolomitic limestone specifically for use in planting, with a minimum of 86% of calcium and magnesium carbonates, conforming to the following requirements:

Sieve Size	Percent Passing by Weight
# 10	100
# 20	90 minimum
# 100	60 minimum

F. Water-absorbent polymer:

Acceptable products:

- Supersorb, as manufactured by Aquatrols Corp of America, Paulsboro, NJ 08066. Phone 800-537-6003.
- Terrasorb, as manufactured by LebanonTurf, 1600 Cumberland Street, Lebanon, PA, 17402, Phone 800-233-0628.
- Agrosoke, as manufactured by Agrosoke International Inc., 1004 N. Bowen, Arlington, TX 76012. Phone 800-880-2476.
- Or approved equal.

G. Sulphur: Lower pH if required, by use of horticultural elemental sulfur product.

Peat moss or copper sulfate may not be used to lower pH.

4.15.3. PSX. SUBMITTALS

(A) The Contractor must submit test reports for soil medium components from an approved independent testing laboratory indicating the following:

(B) Product Data: Submit manufacturer's technical information, including application instructions for the following items:

1. Fertilizers
2. Water-absorbent polymer
3. Perlite
4. Coir fiber
5. Compost
6. Composted pine bark
7. Coarse sand

(C) Test Results for Soil Medium Mix components: Submit written reports, as specified herein, for each bulk component:

1. Fertilizers
2. Water-absorbent polymer
3. Perlite
4. Coir fiber
5. Compost
6. Composted pine bark
7. Coarse sand

(D) Test Results for Soil Medium Mix: Submit written reports as specified herein, for blended potting soil mix.

4.15.4. PSX. METHODS

Install Soil Medium Mix to a depth sufficiently greater than the depth required for planting so that after settlement the completed work will conform to the depths as indicated on the drawings. Place Soil Medium Mix carefully to avoid damage to drainage/water retention layer below. Spread soil medium mix in lifts of 6" and perform hand tamping, in accordance with requirements of drainage/water-retention system manufacturer. Do not spread if Soil Medium Mix is frozen, muddy, or excessively wet. Grade planter to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

4.15.5. PSX. MEASUREMENT

The quantity of Soil Medium Mix to be paid for must be the number of cubic yards of that has been satisfactorily as indicated on the Contract Drawings and where directed by the Engineer.

4.15.6. PSX. PRICE TO COVER

The unit price bid per cubic yard for Soil Medium Mix must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work.

Payment will be made under:

Item No.	Description	Pay Unit
4.15 PSX	SOIL MEDIUM MIX	C.Y.

SECTION 6.18 MLF

Metal Louver Fence and Gate

6.18MLF.1. DESCRIPTION

Under this section, the Contractor must furnish and erect steel louver fence and gate in accordance with the plans, specifications and directions of the Engineer.

6.18MLF.2. MATERIALS

(A) LOUVERS: Louvered panels must be composed of 80% view-blocking louvers with 1/16" thickness formed sheet metal louvers held in place by 5/32" round crossbars at 5 7/32" centers, as manufactured by:

1. Barnett Bates Corporation, 500 Mills Road, Joliet, IL 60433, (815) 726-5233, www.barnettbates.com
2. Omega II Fence Systems, 1735 St-Elzear Blvd. West, Laval (Quebec) Canada H7L 3N6, (450) 686-9600, www.omegafence.com.
3. MFR Manufacturing Corp, Inc., 1065 Sill Ave, Aurora IL 60506, (815) 318-0843, www.mfrcorp.com.
4. A & T Iron Works, 25 Cliff Street, New Rochelle, NY 10801, (914) 632-8992, www.atironworks.com.
5. Or approved equivalent.

(B) STEEL SHAPES: All tubular steel supports must be in accordance with ASTM A500. Pipe guide rails must be steel pipe in accordance with ASTM A53 schedule 40. Steel plate, shapes, and bars must be in accordance with ASTM A36.

(C) PERFORATED STEEL PROTECTION PLATE: Must be 3/16" thickness steel with 3/4" diameter holes staggered 1" on center with 51% open area, in accordance with ASTM A36.

(D) HINGES: Must be steel bullet-style weld-on hinges, with 5/8" diameter stainless steel pin with bronze bushing, capacity minimum 1000 lbs. load (with three hinges), as supplied by one of the following:

1. International Hardware Distributors, Inc., 620 Spicer St., Akron, OH 44311, (800) 824-1864, www.industrialhwe.com.
2. Intercon Enterprises Inc., 1125 Fir Avenue, Blaine, WA 98230, (800) 665-6655, www.norco-inc.com
3. H.A. Guten Co, Inc., 99 Raynor Ave., Ronkonkoma, NY 11779, (631) 737-2900, www.guden.com.
4. Or approved equivalent.

(E) LOCKING SYSTEM: Must be heavy-duty weather-resistant system, with spring-loaded three-point stainless steel center latch #HA-107SS, stainless steel rod #HA-105,

Modified for HWPLZ015M on 11/18/2020

stainless steel rod guide #HA-105, and zinc die-cast tee handle with satin chrome finish #1001 RH with 3 1/2" spindle length, keyed KA CAT60, all as supplied by Industrial Hardware Distributors, or approved equivalent. Four working keys must be provided to the Engineer on a single key ring with identification tag, "Refuse Enclosure Gate". Mechanism must be as supplied by one of the following:

1. International Hardware Distributors, Inc., 620 Spicer St., Akron, OH 44311, (800) 824-1864, www.industrialhwe.com.
2. Moore Industrial Hardware, 77 Circle Freeway Dr., Cincinnati, OH 45246, (513) 874-0700, www.mooreindhardware.com
3. Eberhard Manufacturing Company, 21944 Drake Road, Strongsville, OH 44149 (440)238-9720, www.eberhard.com
4. Or approved equivalent.

The mechanism must utilize only the bottom rod of the three-point locking mechanism and must omit the top rod. The third tab must be cleanly cut from mechanism to reduce width.

(F) FINISHING: All fence and gate fabrications must be powder-coated after galvanizing. All materials as delivered must be in condition for erection without field fitting or cutting.

(G) WELDING: Unless otherwise noted, all welded joints must be continuous. Welding must be done by competent mechanics and all welds must be ground smooth. 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 must be subject to controlled inspection NYC Building Code.

(H) GALVANIZING: All fence and gate fabrications must be galvanized in accordance with ASTM A123 after fabrication and welding, except internal male and female hinge surfaces, locking handle, internal stainless steel locking mechanism, and stainless-steel assembly hardware

(I) POWDER COATING: All surfaces of the fence and gate must be powder coated after welding and galvanizing, except internal male and female hinge surfaces, locking handle, internal stainless steel locking mechanism, and ground-mounted gate stop. Powder-coat color must be a metallic bronze color matching the existing drinking fountain at Pershing Square West. Galvanizing of all components must provide an acceptable substrate for applied powder coatings. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating must be applied to the surface. TGIC-Polyester Powder coating must be applied to the galvanized steel in such a manner that the coating will not peel off. The TGIC-Polyester must be applied at a film thickness of 3 to 6 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester must be applied without voids, tears or

cuts that reveal the substrate and must thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

Laboratory Test For TGIC - Powder Coating: At the discretion of the Engineer, a sample of the TGIC - Polyester powder coated fence must be laboratory tested for bonding of the powder coating to the metal. The test must be the Cross Hatch test per ASTM D3359-17, method B. Failure to satisfactorily pass this test must be a basis for rejection.

(J) TOUCH-UP & REPAIR: For minor damage caused by installation or transportation and field welded metal powder coated surfaces, clean welds, bolted connections and abraded areas.

1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780. Galvanizing repair paint must have 65 percent zinc by weight. Thickness of repair paint must be not less than that required by ASTM A123.
2. On damaged powder coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of 6 (six) feet.

(K) ADHESIVE ANCHOR BOLTS: Bolts for attachment of ground-mounted gate stop must be stainless steel Type 304. Adhesive must be epoxy adhesive designed for securing adhesive anchor bolts.

(L) FENCE ATTACHMENT HARDWARE: Nuts, bolts, and washers for attachment of louver panels to steel supports must be stainless steel Type 304.

6.18MLF.3. SUBMITTALS

All submittals must be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, Section 1.06.31.

(A) PRODUCT DATA: For each product

(B) COLOR SAMPLES: The contractor must submit samples of 8 alternative closest RAL powder-coat paint colors approximating color of existing drinking fountain at Pershing Square West.

(C) SAMPLES: The contractor must submit a sample of louvered panel, minimum 18"x18"

(D) SHOP DRAWINGS: The Contractor must submit Shop Drawings in accordance with the requirements of the Section 1.06.13 of NYC DOT Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for fence and gate, and each related application condition of the Project work. Shop drawings must be based on

accurate field measurements and elevations and must include overall elevations, height, post spacing layout, panel layout, elevation and offset of guide rails, dimensions and footing coordination detail. Drawings must also include details of louvered panel attachment, gate hinges, and locking mechanism. All shop drawings for items under this section must be submitted concurrently.

(E) SHOP REVIEW: Prior to shipping from fabrication shop, Contractor must submit clear digital photos of completed fence and gate fabrication, along with clear digital video demonstrating gate swing and operation of locking system.

(F) CERTIFICATION: Submit certification that the materials used comply with this specification.

6.18MLF.4. QUALITY ASSURANCE

(A) QUALIFICATIONS: Fabricator must demonstrate prior experience with fabrication of at least three steel louvered fence projects.

(B) SOURCE LIMITATIONS: Obtain fence and gate from a single fabricator.

6.18MLF.5. METHODS

The Contractor must be required to fabricate, install, and protect the fence and gate as shown on the plans and in accordance with approved shop drawings to be furnished by the Contractor prior to fabrication.

(A) PREPARATION: Examine areas and conditions, with Installer present, for compliance with requirements for excavation pavement work, construction layout, and other conditions affecting performance of the Work. Protect existing building and pavement surfaces from damage.

Excavate footings in advance of preparation of shop drawings to determine locations of any subsurface obstructions that may affect footing detailing. Excavation must conform to Section 6.18MLF.5.D.

Perform field measurements and prepare shop drawings based on actual field conditions to avoid any field cutting or adjustment. Field measurements must include accurate top elevations of existing granite curb adjacent to proposed fence. Shop drawings must include splice locations, if any.

(B) PERFORMANCE REQUIREMENTS:

Thermal Movements: Provide fence and gate that allow for thermal movements resulting from the following maximum change (range) in ambient and surface

temperatures preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss. Temperature Change (Range): 47 deg. C, ambient; 70 deg. C, material surfaces.

Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials using nylon washers or other suitable materials.

Gate: Gate must be fabricated allow full swing and secure anchorage, must not rotate in either direction without human operation. Pavement elevations must be verified and incorporated into the shop drawings and installation to allow anchored and locked gate to stand rigid, with less than 1/8" vertical movement. Locking handle should turn easily, and bolt must fall cleanly into hole of ground-mounted gate stop.

Guide Rails: Rails must be set at elevations and offset as necessary to prevent garbage dumpsters from contacting perforated protection plate.

(C) FABRICATION: Assemble fence and gate in the shop to greatest extent possible to minimize field assembly.

Fabrication and welding to comply with NYSDOT Steel Construction Manual.

At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

Tolerances: Fence and gate must be fabricated to the following tolerances: within 1/8" from plumb in all directions for 36" vertical distance. Maximum variation from flush conditions for all elements must be 1/16". Maximum variation in horizontal alignment from true dimensions for top rail must be 1/4". Maximum variation from true vertical alignment of fence posts must be 1/4".

Cut, drill, shear, and punch metals cleanly and accurately. Remove burrs from exposed cut edges. Ease exposed edges to a radius of approximately 1mm, unless otherwise indicated.

Provide weep holes or another means to drain entrapped water in hollow sections of fence members that are exposed to exterior or to moisture from condensation or other sources.

Fabricate joints in watertight manner.

Galvanize and powder-coat in conformance with Section 6.18MLF.2 above.

Coordinate and furnish setting drawings, diagrams, templates, instructions and directions of installation of items integral in other construction, if any. Coordinate delivery of such items to the project site.

(D) INSTALLATION: Excavation, placement of concrete and reinforcing for foundations must be in conformance with their respective items.

All excavation within 3 horizontal feet of the viaduct (including overhang) must be performed by hand such that no damage will be done. Any damage to must be remediated by the Contractor at no additional cost to the City, which may include replacement of whole granite units. No repair of granite involving gluing or patching will be allowed.

Fence and gate must be erected as detailed on drawings, set plumb and true to line and grade. Top of concrete foundations must be finished below surface pavement setting bed such that concrete must not be visible at finish grade. Gate must be set to smooth, balanced swing. Gate stop must be set in location to receive latch bolt. Adjust hardware for smooth operation and lubricate where necessary.

Set posts plumb within a tolerance of 1/32" per feet and align top rail so variations from level for horizontal or from parallel with do not exceed 3/16" per 10 Feet. Posts must be accurately located per layout plans and shop drawings.

Where louvered panels are attached to fence, panels must not bind against posts and must be removable via bolt attachment.

Perforated steel panels must be bolted with washer to posts via tapped holes. Care must be taken not to strip threading of tapped holes so that panels may remain easily removable.

Do not cut, weld, grind, or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing or provide new units as required.

Where cutting, welding or grinding are judged by the Engineer to be required for proper fitting and jointing of metal items, restore finishes to eliminate any evidence of such corrective work.

Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal-arc welding, for appearance and quality of welds made, and for methods used in correcting welding work. Grind exposed welded joints smooth and restore finish to match finish of adjacent rail surfaces.

Splices: Must be as per shop drawings.

(E) PROTECTION: Protect finish of fence and gate from damage during construction period by use of temporary protective coverings approved by fabricator. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location, but no later than time of Substantial Completion.

Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration. Restore protective coverings that have been damaged during shipment or installation of the work.

Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items which cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units as required.

6.18MLF.6. MEASUREMENT

METAL LOUVER FENCE AND GATE: The quantity of steel fence and gate to be paid for under this item must be the number linear feet of fence and gate measured along the length of the top rail, furnished and installed with support posts, irrespective of height or required detailing differences, complete in accordance with the plans, specifications and directions of the Engineer.

6.18MLF.7. PRICE TO COVER

The price bid must be a unit price per linear foot of metal louver fence and gate and must include the cost of furnishing all labor, materials, equipment, insurance and incidental expenses necessary to complete the work, including powder coating and powder coating touch-up.

Payment will be made under:

Item No.	Description	Pay Unit
6.18 MLF	METAL LOUVER FENCE AND GATE	LF

SECTION 6.28 ME

Lighted Timber Fencing for use in Lower Manhattan Project

6.28ME.1. INTENT

This section describes the work to be done in connection with Lighted Timber Fencing.

6.28ME.2. DESCRIPTION

The Contractor must furnish, install, and maintain and remove, when directed, Lighted Timber Fencing at locations shown on the Contract Drawings, as specified herein and where directed by the Engineer.

6.28ME.3. MATERIALS

Timber and lumber must be dense, structural grade Douglas Fir or Southern Yellow Pine, conforming to the requirements of Section 2.40 of the Standard Highway Specifications.

Reflectorizing materials must conform to the requirements of ASTM Designation B 589 "Standard Specification of Refined Palladium."

Battery operated flashing units must be as approved by the Engineer.

For additional details about materials see the sketch for timber fencing.

All other unspecified materials must be as approved by the Engineer.

6.28ME.4. METHODS

Lighted Timber Fencing as shown in the attached sketch must be furnished, installed and maintained where shown on the Contract Drawings and as directed by the Engineer. This requirement must be in addition to providing all other traffic control devices as deemed necessary for the maintenance and protection of vehicular and pedestrian traffic.

Said work must include the furnishing and incorporation, as required, of all timber, lumber, fastenings, anchors, reflectorizing materials, battery operated flashers and other warning devices; paint and painting; netting; and the furnishing of all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work.

Fencing at all times must be maintained in a condition satisfactory to the Engineer. Maintenance must consist of the replacement of all damaged or worn-out components; repainting, as required or directed; replacement of reflectorizing materials, netting and flashers; and general rehabilitation to keep barricades in good condition during the life of the contract.

At the completion of the work or when directed by the Engineer, fencing must be removed and disposed of away from the work site.

6.28ME.5. MEASUREMENT AND PAYMENT

The quantity to be measured for payment must be the number of linear feet of lighted timber fencing installed in the work, complete, based on the summation of the lengths of individual units, measured along the center line on the face of the top rail between the ends of each unit.

Payment will be made for lighted timber fencing only for the initial installation at any location. Whenever fences are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement of the fencing from one side of the roadway to the other side, or rearrangement within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

No payment will be made: for movements of fencing made for the Contractor's convenience; for movement of fencing at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of fencing at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of fencing between initial installations.

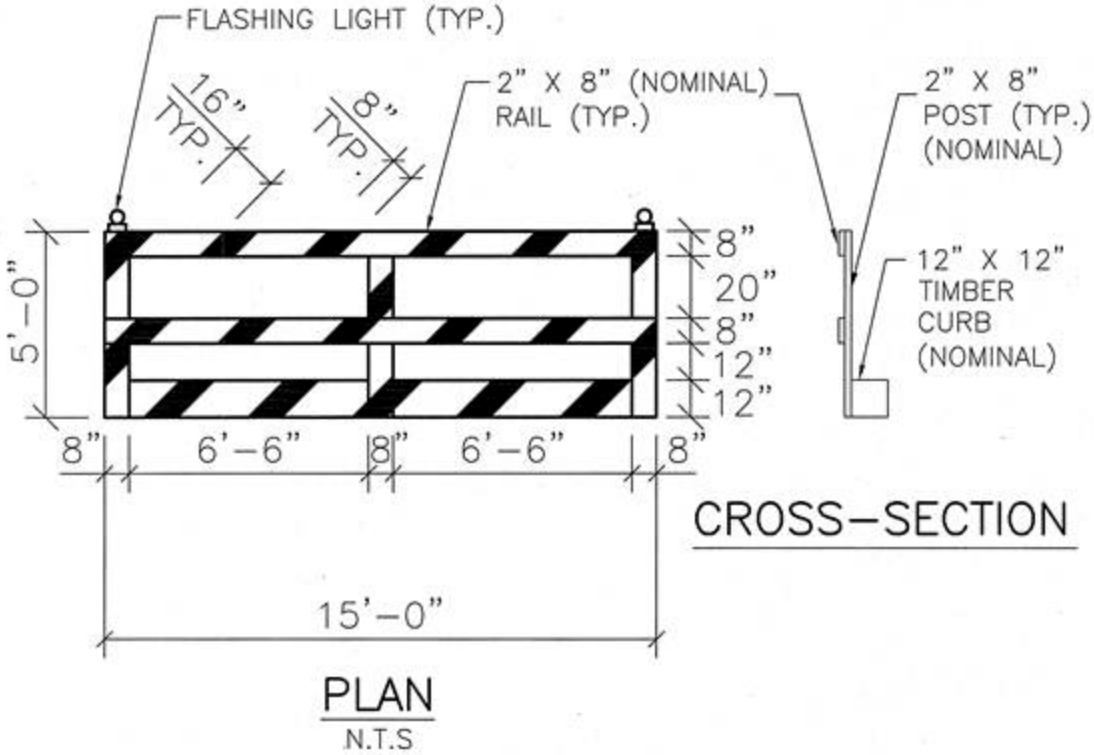
6.28ME.6. PRICES TO COVER

The contract prices bid per linear foot for lighted fencing must cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
6.28 ME	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN ROJECT	L.F.

LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS



DETAILS:

- 1) LUMBER -DOUGLAS FIR OR SOUTHERN YELLOW PINE.
-ALL SIZES SHOWN ARE "NOMINAL".
-ALL CONNECTIONS FOR TIMBER RAILS, POSTS & CURBS TO BE NAILED.
- 2) PAINT -TWO COATS APPROVED ORANGE & STAIN RESISTANT REFLECTORIZED WHITE.
-STRIPES TO BE 45° WITH 8" ORANGE & 16" WHITE.
- 3) LIGHTS -BATTERY OPERATED OR SOLAR POWERED FLASHING DOT APPROVED TYPE.
-MAXIMUM SPACING 15' CENTER TO CENTER.
- 4) NETTING -TYPE SHALL BE POLYETHYLENE KNITTED MESH, 3.5 OZ PER SQUARE YARD, ORANGE COLOR, 5'-6" HEIGHT WITH REINFORCED EDGE, OR APPROVED EQUAL.
-NETTING TO BE FASTENED TO FENCE EXTERIOR OVER THE ENTIRE 5'-0" HEIGHT.

SECTION 6.34 A
Temporary Chain Link Fence, 6'-0" High

6.34A.1. DESCRIPTION

Under this section, the Contractor must furnish, erect, maintain, and remove, when directed, Temporary Chain Link Fence as shown on the Contract Drawings and directed by the Engineer.

6.34A.2. MATERIALS AND METHODS

All materials and methods must be as specified in Section 6.34 of the Standard Highway Specifications, with the following modifications and additions:

Temporary Chain Link Fence to be furnished under Item 6.34 ACTP, must consist of chain link fence fabric, top and bottom rails for mounting a decorative mesh (to be furnished under another item), gates, posts with steel plate footings, sand bags to hold fence in place, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer.

When directed by the Engineer, the Contractor must remove and dispose of the temporary chain link fence to the satisfaction of the Engineer. The Contractor must then fill any holes left in the pavement with compacted clean sand to grade.

6.34A.3. MEASUREMENT

The quantity of Temporary Chain Link Fence to be measured for payment must be the number of linear feet satisfactorily installed, complete, measured in place, from center to center of end posts.

6.34A.4. PRICE TO COVER

The price bid for Temporary Chain Link Fence must be a unit price per linear foot and must cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary chain link fence; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer. Temporary chain link fence must also include, but not limited to, any gates as may be required.

Payment will be made under:

Item No.	Description	Pay Unit
6.34 ACTP	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH, (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	L.F.

SECTION 6.39 B Mobilization

6.39B.1. DESCRIPTION

Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

6.39B.2. MATERIALS

Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

6.39B.3. CONSTRUCTION METHODS

Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

6.39B.4. PRICE TO COVER

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40 of the NYC DOT Standard Highway Specifications;
2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;
3. The Schedule of Operations (project baseline schedule) per Section 1.06.25 of the NYC DOT Standard Highway Specifications;
4. The Progress Schedule per Standard Construction Contract Article 9;

- 5. Preconstruction Photographs per Section 6.43 D of the NYC DOT Standard Highway Specifications are submitted to the Engineer; and
- 6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract.

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate amount of this item (hereinafter referred to as the “Adjusted Mobilization Payment”) based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price} + \text{Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

Payment will be made under:

Item No.	Description	Pay Unit
6.39 B	MOBILIZATION	L.S.

SECTION 6.59 REM

Removal of Existing Guard Booths, Operable Barriers, Concrete Planters, Concrete Barrier Sections, Bollard, and Concrete Blocks

6.59REM.1. DESCRIPTION

This section describes the removal and disposal of existing guard booths, operable security barriers, concrete planters, concrete barrier sections, bollards, and concrete blocks (all of variable sizes) where and as shown on Contract Drawings and as directed by the Engineer.

6.59REM.2. GENERAL

DISPOSAL

All materials resulting from removal operations or required to be excavated in connection with such operations, except as otherwise provided or directed, must be disposed of by the Contractor away from the site. Said materials must not be dumped, placed, stored, or disposed of within the limits of any existing or projected public street or road. The burning of debris or other removed materials will not be permitted.

DAMAGES

The Contractor must be responsible for all damages resulting from and due to his removal operations. All holes or excavation resulting from the removal of these items must be backfilled to the satisfaction of the Engineer at no additional cost to the City. Said responsibility must include, but not be limited to, structures and portions of structures which are adjacent to the removal site that are to remain. No additional payment or compensation will be made or allowed the Contractor for costs incurred for repairs and replacements required to satisfactorily remedy the aforesaid damages or for the settlement of any claims resulting there from.

SALVAGE

The City assumes no responsibility for the condition or presence of salvable materials in or on the premises. All damage to or loss of salvable materials, whether by reason of fire, theft or other happening, will be at the risk of the Contractor and no such loss or damage will relieve him from any obligation under the contract or form the basis of any claim against the City. The Contractor must cap any existing utilities associated with the removal of the guard booths or operable barriers, as directed by the Engineer.

6.59REM.3. METHODS

Within the limits shown on Contract Drawings, all structures and accompanying foundations (if existing) must be completely removed and the area must be backfilled and restored in kind to the satisfaction of the Engineer.

6.59REM.4. PRICE TO COVER

The lump sum price bid must be for the following work: removal and disposal of existing guard booths, operable security barriers, concrete planters, concrete barrier sections, bollards, and concrete blocks (all of variable sizes). In addition, the lump sum price bid must cover the cost of furnishing all labor, materials, equipment, insurance, and necessary incidentals required and completing the work.

The amount bid for this lump sum item will be payable to the Contractor in proportion to the Percentage of Work completed under this item as listed above in this Section.

Payment will be made under:

Item No.	Description	Pay Unit
6.59 REM	REMOVAL OF EXISTING GUARD BOOTHS, OPERABLE BARRIERS, CONCRETE PLANTERS, CONCRETE BARRIER SECTIONS, BOLLARDS, AND CONCRETE BLOCKS	L.S.

SECTION 7.01 P Custom Subway Frames and Gratings

7.01P.1. INTENT

This section describes the furnishing and installation of custom sidewalk gratings and frames, where directed.

7.01P.2. DESCRIPTION

Under this section, the Contractor must replace existing subway sidewalk frames and gratings where directed with custom-designed subway gratings and frames; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

7.01P.3. MATERIALS

Grates must be of an ADA-compliant close-mesh, rectangular design, and must comply with the following requirements:

1. Material to be steel.
2. Main bearing bars to be 2-1/4" x 3/16" spaced 11/16" center to center.
3. Cross bars to be 1" x 1/8" rectangular cross section flush top and spaced 4" center to center.
4. Main bars and cross bars to be slotted at their intersections so as not to remove excessive material from the load sustaining members.
5. Main bars to be "dovetail" slotted and have their slots solidly filled by the cross bars.
6. Grating and Frames must be hot dipped galvanized after fabrication.
7. Fixed grating panels must be composed of 12" nominal width panels, modified with skew cuts where indicated on the drawings.
8. Removable grating panels must be 12" nominal width wide and provided with N.Y.C. Transit Authority Standard locking device. Openings must be as indicated on Contract Drawings.
9. Grating frame must be of the size shown on the Contract Drawings and as required to hold gratings flush, with 1/2" diameter welded studs spaced at 3'-0" center-to-center maximum intervals with a minimum of two studs per side.
10. Overall dimensions, details, directions of bearing bars, and number of panels must be in accordance with the Contract Drawings and the requirements of N.Y.C. Transit.

7.01P.4. SUBMITTALS

Follow the procedures in the General Conditions of **Sections 1.06.13** and **1.06.31** of the NYC DOT Standard Highway Specifications. The Contractor must prepare shop drawings for the frame and gratings based on field measurements and the plans. Shop drawing plans must be prepared at the scale of 1/2" = 1'-0" or larger.

7.01P.5. CONSTRUCTION METHODS**(A) GENERAL**

All work must be done in accordance with the requirements of the New York City Transit (NYCT) and the directions of the Engineer.

Existing subway construction designated to remain must be maintained and protected. Damage caused by the Contractor's operations must be repaired or replaced at the Contractor's own expense, to the satisfaction of the Engineer.

The Contractor must provide shields in the vent opening to prevent debris from entering the subway. Shop drawings showing the type and construction of shields must be submitted by the Contractor to the Engineer for approval prior to use.

All lumber and plywood used for protection of subway facilities at street level must be fire retardant; below street level, material used must be fireproof.

No building materials, vehicles or construction equipment are to be stored or run over vents, gratings or emergency exits.

Where sidewalk elevations are being changed details of proposed work around NYC Transit structures are to be submitted to the NYC Transit for approval.

When masonry is to be removed, penetrated, or drilled the work must be done with hand labor entirely, using hammer and chisel. Jackhammers, bull points or other power equipment must not be used.

Vibratory hammers will not be permitted within 75 feet of subway structures. Hoe rams will not be permitted within 25 feet of subway.

Before placing concrete, the subgrade of the foundations in the vicinity of the subway structure is to be inspected and approved by NYC Transit's Engineer.

Burning of, welding to or drilling through existing steel structures will not be permitted except as shown on drawings approved by NYCTA.

If new concrete construction is joined to existing concrete, dowels and keyways are to be used in accordance with NYC Transit Standards.

(B) REMOVAL OF EXISTING GRATINGS AND FRAMES

The Contractor must carefully remove existing subway sidewalk gratings and frames.

Frames and gratings designated to be replaced must become the property of the Contractor and must be removed and disposed of away from the site.

(C) FURNISH NEW CUSTOM SUBWAY FRAMES AND GRATINGS

The Contractor must be required to furnish and deliver new custom sidewalk subway grates and frames to the site for installation.

(D) INSTALLATION OF NEW SIDEWALK SUBWAY FRAMES AND GRATINGS

The Contractor must be required to build up and modify the existing subway ventilation walls such that the new frames and new gratings can be set at the new proposed elevations and horizontal alignment.

New frames and grates must be set at their new elevation, flush with the adjoining pavement, and cast in concrete as indicated on the Contract Drawings or as directed by the Engineer. Accommodation must be made for installation of asphalt block pavers as indicated on drawings.

Removable grating panels must be installed in the locations shown on the Contract Drawings.

7.01P.6. MEASUREMENT

The quantities to be measured for payment under this item must be the number of square feet of new custom subway gratings satisfactorily installed, measured within the frame perimeter.

7.01P.7. PRICE TO COVER

The unit price bid per square foot for Furnish and Install New Custom Subway Frames and Grates must cover the cost of all labor, material, plant, equipment, insurance, and incidentals necessary to remove and dispose of existing sidewalk subway frames and grates designated to be removed and replaced with new custom grates and frames; furnish new frames and gratings, complete with shop drawings; cut down and/or build up the existing subway ventilation walls as may be necessary and install new frames and gratings; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Concrete foundations and steel reinforcement will be paid for under other contract items, as appropriate.

Payment will be made under:

Item No.	Description	Pay Unit
7.01 P	FURNISH AND INSTALL NEW CUSTOM SUBWAY FRAMES AND GRATINGS	S.F

SECTION 7.07 SB

Crash-Rated Vehicular Barriers

7.07SB.1. DESCRIPTION

Under this Section the Contractor must procure, deliver, and install fixed and removable bollards, shallow depth bollards, engineered bollards, bollard covers, and bollard base collars as shown on the Contract Drawings, specifications, manufacturer requirements, or as directed by the Engineer. In this specification, the fixed/removable bollards will be referred to as “Crash Rated Vehicular Barriers” or simply “Barriers”. The shallow depth bollards will be referred to as the “Matador Barrier System” as manufactured by Heald or approved equal. The Pre-engineered bollards, protecting the Con Edison facility, will be referred to as “Engineered Vehicular Barrier (Type 1 Engineered Bollard)”. For the purpose of this specification, the term bollard refers to the entire bollard assembly, including the foundation.

The Contractor is advised that Barriers and covers must not be ordered until specifically directed in writing by the Engineer.

7.07SB.2. MATERIALS

(A) PERFORMANCE REQUIREMENTS

The Crash Rated Vehicular Barriers’ manufacturer must be listed on the Department of Defense, US Army Corps of Engineers Protective Design Center, DoD Anti-Ram Vehicle Barrier List, dated September 2017 or later.

Barriers’ design must have successfully passed full scale crash tests, conducted by a qualified independent agency in accordance with ASTM F2656. Designs that conform to previous versions of ASTM F2656 may be accepted, at the Engineer’s discretion. Deviations from tested Barrier design may be verified with engineering high-fidelity, physics-based finite element methods and models prepared and sealed by a New York Professional Engineer.

Barriers must be certified to meet the M50/P1 requirements of ASTM F2656. Where site conditions do not allow the installation of Crash Rated Vehicular Barriers meeting the M50/P1 criteria, the Contractor must propose the best achievable design and associated crash rating for approval. For the Engineered Vehicular Barrier, the foundation must comply with the Contract Drawing. For the shallow depth constraints, the Matador Barrier System must be installed.

The spacing for the bollards must match the Contract Drawings. However, the clear distance between bollard covers must not be less than 3’-0”. The Barrier must be 3’-0” high (without cover) above finished grade.

Pending field verification, the crash-rated bollards must require excavation of not more than 3’-0” for installation of the bollard foundation. Custom foundation of the bollards of 12” thickness or less might be required at some places.

(B) MATERIALS, GENERAL

Materials for security bollards must be as specified by the Barrier manufacturer or designer and approved by the Engineer.

(C) BOLLARD COVERS AND BOLLARD BASE COLLARS

1. Manufacturers

- Bollard Covers must be as furnished by Pole-Tech Co., Inc., East Setauket, New York 11733, telephone 631-689-5525, email info@poletech.com, www.poletech.com. Manufacturer must also provide directional satin finish and color anodizing of bollard base collar to be provided by other manufacturer.
- Bollard Base Collars must be as furnished by Heald LTD, Northfield, Atwick Road, Homsea, United Kingdom, HU18 1EL, telephone +44(0)1964 535858, email sales@heald.uk.com, www.heald.uk.com. Bollard base collars must be provided in raw finished condition to above Pole-Tech Co. for final finishing.

2. Materials

- Bollard cover must be aluminum alloy 6005A-T5 from seamless extruded tubing complying with ASTM B221 and must be non-tapering. Diameter of cover must be 12 inches. Wall thickness of tube must be 1/4". Wall thickness of sloped top plate must be 3/4". Spacers within bollard cover must be of thickness required for tight fit, and must be composed of alloy matching bollard cover.
- Bollard base collar must be aluminum alloy 6005A-T5 spin-formed to round tapered shape 24" diameter as shown on drawings, minimum thickness 1/4".
- Set screws for bollard cover and bollard base collar must be 1/4" diameter stainless steel Type 316. Set screws must be blackened with a black oxide conversion coating.

3. Fabrication and Finishing

- Sloped bollard cover cap must be machined around perimeter with 1/2" recessed lip fitting tightly into bollard cover tube. Exposed gap between cover cap and tube must not exceed 1/32". Corners around sloped top of bollard cover must be consistently eased to 1/16" radius or as directed by the Engineer. Sloped cover cap must be adhered inside tube with suitable epoxy adhesive.
- Bollard cover must be fabricated to allow secure, plumb installation over structural bollard, where structural bollard may be up to 2 degrees from plumb, without wobble or deformation of cover shape. Covers must include interior modifications as necessary to accommodate different diameters of structural bollards. Three set screws must be provided at bottom of cover.

- Bollard base collar must be mechanically attached to bollard cover with set screws.
- Provide extra-length bollard cover with sloping bottom as required at pedestrian ramps, allowing 1/2" clearance above pavement surface. Finish must be applied after cutting.
- Provide modified bollard cover to receive bollard base collar for those bollards that require the bollard base collar, as identified on the drawings. Finish must be applied after cutting.
- Finish of all bollard covers and all bollard base collars must be directional textured mechanical satin brush finish, followed by a Medium Bronze Anodized Finish Per AA-M32-C22-A42/A44 Class I (0.7 mil). Finish of all components must be produced by a single manufacturer.

Bollard covers and bollard covers with attached base collars must be provided as complete units, with final fabrication by a single manufacturer including fittings, accessories, and securing devices.

(D) INCIDENTAL ITEMS

Incidental items (concrete, reinforcing, excavation, backfill) must be as specified by the Engineer in the Work Order Contract.

7.07SB.3. SUBMITTALS

Follow the procedures in the General Conditions of Section 1.06.31 of the NYC DOT Standard Highway Specifications:

(A) BARRIERS

The Contractor must submit the following to the Engineer for approval, in consultation with the New York City Police Department (NYPD):

- Manufacturer's data, including crash test data and installation instructions, with installation tolerances.
- Engineering calculations, where required, signed and sealed by a New York Professional Engineer. The calculations must be cover and be submitted for all conditions where applicable test data is not available.
- Shop drawings signed and sealed by a New York Professional Engineer. Shop drawings must show all components necessary for proper installation, including anchoring, supporting systems, and details.
- Layout drawings, signed and sealed by a New York Professional Engineer.

The Contractor must submit the following to the Engineer:

- Notarized Certificates of Conformance for all manufactured bollards.
- Material test reports, in English, for all metal components of manufactured crash rated barriers.
- Manufacturer's quality control checklists, including checks of all principal dimensions.

(B) BOLLARD COVERS AND BOLLARD BASE COLLARS

Product Data: Submit manufacturer's technical data and installation instructions for each type of bollard cover and bollard base collar as specified.

Shop Drawings: Submit shop drawings of bollard cover and bollard base collar including connections to structural bollard showing general layout jointing and complete securing and supporting systems, with all pertinent dimensional information in a clear and concise manner. Shop drawings must be signed and sealed by a New York Professional Engineer.

Mock-Up: Provide a full-sized and properly finished prototype of each bollard cover type and bollard base collar, demonstrating full range of finish and color of proposed unit. Mockup must demonstrate aesthetic effects and set quality standards for material installation and execution. No additional payment must be made for mock-ups.

7.07SB.4. METHODS

(A) ENGINEERED VEHICLE BARRIER

Where the standard bollards are unable to be installed due to underground obstructions or interferences (including private utility facilities), or where different design criteria are required, the Engineer may direct the Contractor to design, procure, and install site-specific non-standard Barriers to accommodate the obstructions and interferences without relocation. The Contractor will be required to perform all design coordination and approval with the owner of the obstruction or interference. The barriers will be designed to meet the security rating and performance requirements above. Engineering computations, including Finite Element Analysis (FEM) computer modeling, will be accepted in place of crash testing for non-standard Barriers.

Non-standard bollards must be designed to use the same bollard covers as standard bollards.

(B) BOLLARD COVERS AND BOLLARD BASE COLLARS

Bollard covers must be protected from damage during shipment, and provided with adequate packaging. Retain protective coverings intact; restore protective covering that have been damaged during shipment or installation of the work. Remove protective

coverings only when there is no possibility of damage from other work to be performed at the same location.

Inspect the location, spacing and anchorage of bollard covers.

Install all bollard covers and bollard base collars, base assemblies and fittings in compliance with approved shop drawings and manufacturer's instructions. Installation must be done by a crew experienced in installation of bollard covers over structural bollards.

Check and adjust all installed fittings for smooth and proper operation, and secure installation, without wobble or movement.

7.07SB.5. MEASUREMENT

(A) CRASH-RATED VEHICULAR BARRIERS

The quantity of crash-rated barriers to be paid will be the number of security bollards procured and installed to the satisfaction of the Engineer.

(B) MATADOR BARRIER SYSTEM

The quantity of the Matador barrier system to be paid will be the number of barrier systems installed to the satisfaction of the Engineer.

(C) ENGINEERED VEHICLE BARRIER

The quantity of the ENGINEERED VEHICLE BARRIER to be paid will be the number engineered bollards installed to the satisfaction of the Engineer.

(D) BOLLARD COVERS

The quantity of BOLLARD COVERS to be paid will be the number of bollards procured and installed over structural bollards, regardless of height or bottom condition, as indicated on the Contract Drawings, to the satisfaction of the Engineer. No additional payment will be made for bollard covers of extra length for curb ramp locations, for interior adaptations for differing structural bollard diameters, or for bottom modifications to receive bollard base collars.

(E) BOLLARD BASE COLLARS

The quantity of BOLLARD BASE COLLARS to be paid will be the number of crash-rated bollard base collars procured and installed over structural bollards, as indicated on the Contract Drawings, to the satisfaction of the Engineer.

7.07SB.6. PRICE TO COVER

(A) CRASH-RATED VEHICULAR BARRIERS

The contract price per each for CRASH-RATED VEHICULAR BARRIERS must cover the cost of all labor, materials, plant, equipment, engineering, mobilization, and insurance required to complete the procurement and installation of Barriers in full compliance with the requirements of these specifications.

No separate payment will be made for any work required to maintain or reset any existing street signs, and these costs will be deemed included in the cost bid for security bollards.

No separate payment will be made for excavation, backfill, concrete, or steel reinforcement. Other incidental items, when found in the Bid Schedule, will be paid separately. If no Contract Item is provided for an incidental item, it will be deemed included in the cost bid for Barriers.

(B) MATADOR BARRIER SYSTEM

The contract price per each for MATADOR BARRIER SYSTEM must cover the cost of all labor, materials, plant, equipment, engineering, mobilization, and insurance required to complete the procurement and installation of Barriers in full compliance with the requirements of these specifications.

No separate payment will be made for any work required to maintain or reset any existing street signs, and these costs will be deemed included in the cost bid for security bollards.

No separate payment will be made for the anti-slip coating on the plate.

No separate payment will be made for height adjustments to the barrier.

No separate payment will be made for excavation, backfill, concrete, or steel reinforcement. Other incidental items, when found in the Bid Schedule, will be paid separately. If no Contract Item is provided for an incidental item, it will be deemed included in the cost bid for Barriers.

(C) ENGINEERED VEHICULAR BARRIER

The contract price per each for ENGINEERED VEHICULAR BARRIER must cover the incremental cost of furnishing and delivering non-standard Crash-Rated Barriers.

Payment under this item ENGINEERED VEHICULAR BARRIER will include:

- Additional engineering, design, or investigation specifically required for non-standard barriers.
- Additional fabrication & manufacturing costs beyond the amount required to complete a standard crash-rated barrier.
- Additional work required for non-standard barrier that is not covered by a separately scheduled bid item.

Payment under this item ENGINEERED VEHICULAR BARRIER will not include:

- Additional work beyond the amounts required to complete a standard barrier, where the work is covered by a separately scheduled bid item, such as concrete, excavation, backfill, or rebar. This additional work will be paid under the separately scheduled bid items.
- Additional work required for non-standard barriers that is covered by a separately scheduled bid item, such as drilling and grouting reinforcing bars. This additional work will be paid under the separately scheduled bid items.

Payment under this item ENGINEERED VEHICULAR BARRIER will include all labor, materials, plant, equipment, insurance, mobilization, design, coordination, engineering, and incidentals required to complete the design, procurement, and installation of non-standard barrier, as approved by the Engineer. The Fixed Sum amount is included in the Contract solely to ensure that sufficient monies are available to pay the Contractor for this work, and the amount paid may differ from the Fixed Sum amount.

(D) SECURITY BOLLARD COVERS

The contract price per each for SECURITY BOLLARD COVERS will cover the cost of all labor, materials, plant, equipment, engineering, mobilization, and insurance required to complete the finishing, procurement and installation of security bollard covers in full compliance with the requirements of these specifications.

(E) BOLLARD BASE COLLARS FINISH

The contract price per each for the finish of each BASE COLLAR will cover the cost of all labor, materials, plant, equipment, engineering, mobilization, and insurance required to deliver the bollards to the supplier of the BOLLARD COVERS to be finished in full compliance with the requirements of these specifications.

No separate payment will be made to deliver the finished collars to the site for installation.

Payment will be made under:

Item No.	Description	Pay Unit
7.07 SB	CRASH RATED VEHICULAR BARRIER	EACH
7.07 PS1	ENGINEERED VEHICULAR BARRIER	EACH
7.07 PS2	HEALD MATADOR 2 BARRIER AND PLATE SYSTEM WITH ANTI-SLIP FINISH	EACH
7.07 PS3	HEALD MATADOR 3 BARRIER AND PLATE SYSTEM WITH ANTI-SLIP FINISH	EACH
7.07 PS4	HEALD MATADOR 4 BARRIER AND PLATE SYSTEM WITH ANTI-SLIP FINISH	EACH
7.07 BC	SECURITY BOLLARD COVERS	EACH

7.07 PS-C	HEALD MATADOR COLLAR	EACH
7.07 PS-CF	BRONZE ANODIZED FINISH FOR MATADOR COLLARS	EACH

SECTION 7.35

Pedestrian Channelizer

7.35.1. INTENT

This section describes the work of providing interlocking Pedestrian Channelizers to be used as temporary pedestrian access route between pedestrian and construction work areas when directed by the Engineer.

Pedestrian channelizer must provide the same level of pedestrian guidance as concrete or plastic barrier, but should be light weight, easier to transport, install and remove with interlocking arrangements.

7.35.2. MATERIALS

The work will consist of furnishing, maintaining, relocating, and removing Pedestrian Channelizer in sidewalk areas as per the specifications, as shown on the Contract Drawings, or where otherwise directed by the Engineer.

Pedestrian Channelizer units must meet the requirements of the following standards:

- a. 2010 ADA Standards for Accessible Design
- b. 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- c. 2009 Manual on Uniform Traffic Control Devices (MUTCD), with FHWA Revisions and NYS Supplements

Product should meet the crash test and evaluation criteria contained in the American Association of State Highway and Transportation Officials' (AASHTO) Manual for Assessing Safety Hardware (MASH) and have a FHWA acceptance letter.

Acceptable products include:

- a. ADA PEDESTRIAN BARRICADE – STRONG WALL by PLASTICADE
- b. ADA COMPLIANT PEDESTRIAN BARRICADE like Safety Rail & SafetyWall by PSS
- c. Urbanite 57000 Series by Urbanite
- d. Plastic Safety System Safety Wall by PAUL PETERSON SAFETY DIVISION.
- e. Or approved equivalent

7.35.3. METHODS

Pedestrian Channelizer units of the various sizes required must be furnished to the site, complete, ready to use. All units must be in good condition and acceptable to the Engineer. Pedestrian Channelizer installed must meet the requirements of the standards listed in **Section 7.35.2** above.

The Contractor must install pedestrian channelizer by placing them where shown on the Contract Drawings or where otherwise directed by the Engineer. Adjacent units must be

interlocked. Weights (sand or water ballast in the unit, sandbags, concrete blocks, etc.) must be used per the manufacturer's recommendations, as necessary to ensure stability, or as directed by the Engineer. Weights must not interfere with pedestrian travel. The minimum number of interlocked barricade units in a given run must be two (2), unless otherwise approved by the Engineer. Where less than three (3) units are required and approved by the Engineer, additional measures must be taken by the Contractor to stabilize the shorter length of interlocking barricade and prevent overturning.

At corners, units four (4) feet or less in length must be used to form smooth curved runs of barricade.

Contractor must continuously maintain the temporary pedestrian steel barricades, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the barricades at the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.35.4. MEASUREMENT

The quantity to be measured for payment will be the number of linear feet of Pedestrian Channelizer constructed and placed, complete, based upon the summation of the lengths of the individual units so constructed and placed.

Payment will be made for only the initial installation at any location. Whenever Pedestrian Channelizer are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Whenever the Contractor proposes to move Pedestrian Channelizer to a new location, it is subject to approval of the Engineer and must be in accordance with the latest approved progress schedule. Minor movement of the pedestrian channelizer within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment. Minor movement within a work area includes, but is not limited to

- Movement from one side of the roadway to the other side
- Movement to adjust the roadway or work zone width
- Movement required to access the work zone or to secure the work zone
- Linear movement of less than one block within an established work zone
- Rearrangement within a work area

No payment will be made: for non-interlocked units of barricade; for barricade units greater than four (4') feet in length used in corner quadrants; for movements of pedestrian channelizer made for the Contractor's convenience; for movement of barricades at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of barricades at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of barricades between initial installations.

7.35.5. PRICE TO COVER

The contract price bid per linear foot for PEDESTRIAN CHANNELIZER will cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, relocate, and remove PEDESTRIAN CHANNELIZER, complete with weights for stability, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Where there is no scheduled item for temporary Pedestrian Steel Barricades, the cost of furnishing, installation, maintenance, relocation, and subsequent removal of PEDESTRIAN CHANNELIZER as required will be deemed included in the unit price bid for the Maintenance and Protection of Traffic Item.

Payment will be made under:

Item No.	Description	Pay Unit
7.35	PEDESTRIAN CHANNELIZER	L.F.

SECTION 7.50 RBR

Remove and Reinstall Benches

7.50RBR.1. DESCRIPTION

This work must include the removal, storage, and reinstallation of existing benches where indicated on the Contract Drawings, the Specifications and directions of the Engineer. The bench must include all components of the bench assembly including frame, upright mounting armatures, wood slats, and all associated hardware.

7.50RBR.2. CONSTRUCTION DETAILS

Designated existing benches must be removed and stored until reinstallation by the Contractor to the satisfaction of the Engineer, at the site or an area designated by the Engineer. Benches must be removed by removing the stainless-steel anchor bolts used to secure the bench assembly to the pavement with necessary tools and methods. Care must be exercised in removing the benches to prevent damage to granite pavement or any part of the bench assembly. Any damage resulting from the Contractor's operations must be repaired, or the damaged part replaced, to the satisfaction of the Engineer at the Contractor's expense. The Contractor must replace any bench assembly parts that are lost or stolen during storage at his own expense.

Should a bench become damaged as a result of the Contractor's operations, to the extent that it cannot be repaired in a manner suitable to the Engineer, a replacement bench must be fabricated to match the original in shape of stanchions, curvature, materials and finish. Construction drawings and shop drawings for the original bench have been provided in the drawing package as a reference.

7.50RBR.3. INSTALLATION

The Contractor must reinstall the removed benches in the original locations and original installation methods and materials. Construction drawings showing the location and installation details have been provided in the drawing package as a reference. Benches must be securely reset in an upright position to the satisfaction of the Engineer.

7.50RBR.4. MEASUREMENT

The quantity to be measured for payment under this item must be the number of LINEAR FEET of bench satisfactorily installed, measured in place along the top slat.

7.50RBR.5. PRICE TO COVER

The unit price bid per linear foot must cover the cost of all labor, materials, equipment, and insurance necessary to satisfactorily complete the work.

Payment will be made under:

Item No.	Description	Pay Unit
7.50 RBR	REMOVE AND REINSTALL BENCH	L.F.

SECTION 7.50 PS Litter Receptacle

7.50PS.1. DESCRIPTION

Under this Section, the Contractor must furnish and install Litter Receptacles, in accordance with the Contract Drawings, specifications and directions of the Engineer

7.50PS.2. SUBMITTALS

Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.

Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions for approval by Engineer.

Samples: Submit manufacturer's samples of materials, finishes, and colors, including three (3) samples of specified color as applied to an 8 inch by 8 inch square of specified metal for approval by Engineer.

Manufacturer's Warranty: Guarantee for a minimum of three years.

7.50PS.3. DELIVERY, STORAGE AND HANDLING

Delivery: Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Storage: Store products in a protected, dry area in manufacturer's unopened containers and packaging.

Handling: Protect product's finish from damage during handling and installation.

7.50PS.4. WARRANTY

Warranty Information: Products will be free from defects in material and/or workmanship for a period of three years from the date of substantial completion.

The warranty may exclude damage resulting from accident, misuse, tampering, negligence, or abuse.

Products must be repaired or replaced to the satisfaction of the Engineer any items found defective upon inspection by an authorized manufacturer service representative and Engineer.

7.50PS.5. MANUFACTURER AND VENDORS

Manufacturer:

Victor Stanley, Inc., P.O. Drawer 330, Dunkirk, MD 20754 USA, Toll Free: (800) 368-2573, Tel: (301) 855-8300 Fax: (410) 257-7579

Website: <http://www.victorstanley.com>

E-mail: sales@victorstanley.com

Vendors:

1. Victor Stanley, Inc., P.O. Drawer 330, Dunkirk, MD 20754 USA, Toll Free: (800) 368-2573, Tel: (301) 855-8300 Fax: (410) 257-7579

Website: <http://www.victorstanley.com>

E-mail: sales@victorstanley.com

2. Streetscape Products, Ltd.

Attn: Aaron Chew

614-354-5605

Email: streetscapeltd@gmail.com

3. Ben Shaffer Recreation, Inc.

Attn: Scott Tumminello

973-663-2021

Email: scott@benshaffer.com

7.50PS.6. MATERIALS

(A) LITTER RECEPTACLE: All litter receptacles must be model DYN-SD-45 with tapered formed lid, as manufactured by Victor Stanley or approved equal. Color for receptacle and tapered formed lid must be RAL6012 – Black Green. The product must conform to the following: 1/4" x 1-1/2" (6mm x 38mm) vertical solid steel bars; 1/4" x 2" (6mm x 51mm) solid steel top band; 3/8" x 1-1/2" (10mm x 38mm) solid steel base band; 1/4" x 2" (6mm x 51mm) solid steel support bars; 3/16" (4.76mm) solid steel latch assembly; leveling feet with a 3/8" (10mm) diameter threaded steel shaft. All fabricated metal components must be steel shot blasted, etched, phosphatized, preheated, and electrostatically powder-coated with TGIC polyester powder coatings. Products must be fully cleaned and pretreated, preheated and coated while hot to fill crevices and build coating film. Coated parts must be fully cured to coating manufacturer's specifications. The thickness of the resulting finish must average 8-10 mils (200-250 microns).

(B) PLASTIC LINER: All plastic liners must be 45-gallon (170 liter) capacity high density plastic liners weight not to exceed 6lbs (2.72 kg)] as manufactured by Victor Stanley or approved equal.

(C) ANCHOR BOLT: Must be ¾" diameter Type 304 stainless steel adhesive bolt, with washer and nut. Bolt must be of length to allow 4" depth embedment below finish grade of pavement surface. Adhesive must be a suitable epoxy adhesive of type formulated for anchoring stainless steel in concrete.

7.50PS.7. METHODS

Protect litter receptacles prior to installation by having them remain in the manufacturer's packaging and container.

Examine areas to receive the receptacles. Notify Engineer of conditions that would adversely affect installation or subsequent use. Do not begin installation until unacceptable conditions are corrected and acceptance verified in writing by Engineer.

Installation: Install Litter Receptacles in accordance with manufacturer's instructions at locations indicated on the Drawings or as directed by the Engineer. Install Litter Receptacles plumb and level using adjustment of leveling feet. Receptacles must be anchored in place with one ¾" diameter anchor bolt, embedded 4" depth below finish grade of paving. Do not drill hole for anchor before approval of location by Engineer.

Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Engineer.

Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Engineer.

Cleaning: Clean Litter Receptacles promptly after installation in accordance with manufacturer's instructions. Do not use harsh cleaning materials or methods that could damage finish.

Protection: Protect installed Litter Receptacles to ensure they will be without damage or deterioration at time of Substantial Completion.

7.50PS.8. MEASUREMENT

The quantity to be measured for payment must be the number of Litter Receptacles installed at the site to the satisfaction of the Engineer.

7.50PS.9. PRICE TO COVER

The contract price for Litter receptacles must be the unit price per each receptacle and must cover the cost of all labor, materials, inspection, insurance and incidentals required to complete the work.

No separate payment will be made for replacement receptacles that the Contractor must acquire as a result of damage to receptacles due to delivery, storage, or handling.

Payment will be made under:

Item No.	Description	Pay Unit
7.50 PS	LITTER RECEPTACLES	EACH

SECTION 7.53 KB Tables and Chairs

7.53KB.1 INTENT

This section describes the furnishing and installation of tables and chairs.

7.53KB.2. DESCRIPTION

Under this Section, the Contractor must furnish and install tables & chairs, in accordance with the Contract Drawings, the specifications and directions of the Engineer.

7.53KB.3. MATERIALS

Materials must comply with the following:

7.53KB.3.1. REFERENCES

ASTM Testing Standards:

1. ASTM B108 – Standard Specification for Aluminum-Alloy Permanent Mold Castings.
2. ASTM B117 – Standard Practice for Operating Salt Spray (Fog) Apparatus.
3. ASTM B221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
4. ASTM D522 – Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
5. ASTM D523 – Standard Test Method for Specular Gloss.
6. ASTM D2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
7. ASTM D2794 – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
8. ASTM D3359 – Standard Test Methods for Measuring Adhesion by Tape Test.
9. ASTM D3363 – Standard Test Method for Film Hardness by Pencil Test.
10. ASTM G155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

ISO Testing Standards:

1. ISO 1520 – Paints and Varnishes – Cupping Test.
2. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

ANSI/BIFMA Testing Standards:

1. ANSI/BIFMA X5.4-2005 – Standard Test for Lounge Seating.

7.53KB.3.2. SUBMITTALS

Follow the procedures in the General Conditions of **Section 1.06.31** of the NYC DOT Standard Highway Specifications.

Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.

Samples: Submit three (3) samples of specified color as applied to an 8 inch by 8 inch square of specified metal for approval by Engineer.

Warranty: Guarantee for a minimum of three years.

7.53KB.3.3. QUALITY CONTROL

Manufacturer's Qualifications: Manufacturer must be regularly engaged in manufacture of site furnishings for a minimum of ten years.

Product Support: All Products must be supported with complete engineering drawings and design patents.

Production: Orders must be filled within 10 weeks.

7.53KB.3.4. DELIVERY, STORAGE, AND HANDLING

Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.

Handling: Protect materials and finish during handling and installation to prevent damage.

7.53KB.3.5. WARRANTY

Warranty Information:

Products will be free from defects in material and/or workmanship for a period of three years from the date of substantial completion.

The warranty may exclude damage resulting from accident, misuse, tampering, negligence, or abuse.

Products must be repaired or replaced to the satisfaction of the Engineer any items found defective upon inspection by an authorized manufacturer service representative and Engineer.

7.53KB.3.6. MANUFACTURER

Product to be as manufactured by:

Manufacturer: Landscape Forms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Toll Free (800) 430-6209. Phone (269) 381-0396.

Website: www.landscapeforms.com

E-mail: aventura@landscapeforms.com,

Table and Chair Distributors:

Arenson

Attn: Marianne Adinolfi

212-633-2400

MAdinolfi@aof.com

AFD

Attn: Ted Cohen

212-721-7100

tcohen@afd-inc.com

Empire

Attn: Pam Markano

212.607.5664

pmarkano@empireoffice.com

Or approved equivalent.

7.53KB.3.7. PRODUCTS

Table: 'Catena' Table with Freestanding Support

Table Type: Catena, 30 inch diameter, 29 inches height, no umbrella hole.

Table Tops: 16 gauge with rolled edge, reinforced with steel channels beneath the top.

Table Support: 2.5" outer diameter x 0.120" wall steel tubing welded to 18" diameter cast iron base.

Freestanding with nylon glides

Chair: Parc Centre Chair

Chair Type: Parc Centre, 21 inch depth, 32-1/2 inch height, 18-1/2 inch width, 17-3/4 inch seat height.

Seat Back and Panels: 3/4" x 0.188" straps

Frame: 7/16" outer diameter steel cold-drawn steel wire.

Stacking Bumper Glide: nylon

Stackable.

Mounting: freestanding.

Recycled Content:

Recycled Material Content: Minimum 90.6 percent.

Post-Consumer Material Content: Minimum 58.9 percent.

Pre-Consumer Material Content: Minimum 31.8 percent.

Recyclable: 100 percent.

7.53KB.3.8. FINISHES

Finish on Metal:

Primer: Rust inhibitor.

Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.

- a. Gloss Consistency, Gardner 60 Degrees, ASTM D523: Plus or minus 5 percent from standard.
- b. UV Resistance, Color and Gloss, ASTM G155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
- c. Cross-Hatch Adhesion, ASTM D3359, Method B: 100 percent pass.
- d. Flexibility Test, Mandrel, ASTM D522: 3 mm at 2 mils.
- e. Erichsen Cupping, ISO 1520: 8 mm.
- f. Impression Hardness, Buchholz, ISO 2815: 95.
- g. Impact Test, ASTM D2794: 60 inch-pounds at 2.5 mils.
- h. Pencil Hardness, ASTM D 3363: 2H minimum.

- i. Corrosion Resistance, 1,500-Hour Test, ASTM B117: Max undercutting 1 mm.
- j. Humidity Resistance, 1,500-Hour Test, ASTM D2247: Max blisters 1 mm.

Tabletop Color: 'Metallic Bronze'.

Table Support Color: 'Metallic Bronze'.

Chair Color: 'Metallic Bronze'.

7.53KB.4. METHODS

The following methods of installation must be used:

Examination:

Examine areas to receive tables and chairs.

Notify the Engineer of conditions that would adversely affect installation or subsequent use.

Do not begin installation until unacceptable conditions are corrected and acceptance verified in writing by Engineer.

Assembly:

Assemble tables and chairs in accordance with manufacturer's instructions.

Locate tables and chairs as directed by Engineer.

Adjusting:

Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Engineer.

Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Engineer.

Cleaning: Clean tables and chairs promptly after installation in accordance with manufacturer's instructions. Do not use harsh cleaning materials or methods that could damage finish.

Protection: Protect installed tables and chairs to ensure tables and chairs will be without damage or deterioration at time of Substantial Completion.

7.53KB.5. MEASUREMENT

(A) TABLE: The quantity of Tables to be measured for payment must be the actual number of Tables installed at the site, to the satisfaction of the Engineer.

(B) CHAIR: The quantity of Chairs to be measured for payment must be the actual number of Chair installed at the site, to the satisfaction of the Engineer.

7.53KB.6. PRICES TO COVER

(A) TABLE: The unit price bid for EACH Table must include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install tables including, but not limited to, hardware.

(B) CHAIR: The unit price bid for EACH Chair must include the cost of furnishing all labor, materials, equipment, insurance, and incidentals necessary to furnish, assemble and install chairs including, but not limited to, chair arm rests and glides, and hardware.

Payment will be made under:

Item No.	Description	Pay Unit
7.53 KBT	TABLE	EACH
7.53 KBC	CHAIR	EACH

SECTION 7.54 RR

Remove and Reinstall Bronze Trench Drain

7.54RR.1. DESCRIPTION

This section describes the removal, repair, and reinstallation of Bronze Trench Drain, including stainless steel and bronze frame and stainless-steel channel. Qualified demolition technicians, metal fabricators and installers must remove, salvage, and repair damage to existing trench drain, and reinstall trench drain.

7.54RR.2. MATERIALS

(A) CONCRETE: Setting concrete for shallow installation: Must be a packaged, two-component, shrinkage-free, self-curing, high-strength, cement-based topping screed mortar suitable for horizontal exterior applications, with the following characteristics:

- a. Compressive Strength ASTM C109 – Greater than 6,000 psi
- b. Flexural Strength ASTM C348 – Greater than 1,500 psi
- c. Slant / shear bond strength ASTM C882 – Greater than 1,450 psi
- d. Volume change ASTM C157 - +0.015%
- e. Freeze / thaw resistance ASTM C666-A – 100%
- f. Resistance to de-icing salts ASTM C672 – 0 rating, no scaling
- g. Permeability to chlorides ASTM C1202 –100 to 1000 coulombs

(B) STEEL MESH REINFORCING: Reinforcing must be welded stainless steel wire mesh, type 304, 2"x2" mesh, wire diameter 3/32" minimum to 1/8" maximum.

(C) FASTENERS: All fasteners for gratings must be Type 316 stainless steel, matching the existing fasteners for size.

7.54RR.3. QUALITY CONTROL

(A) QUALIFICATIONS: Installer of Trench Drain Gratings and Frames must have a minimum of 2 years of experience installing and trench grates and support frames.

(B) WELDING STANDARDS: 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 will be subject to controlled inspection NYC Building Code. Welding must be performed by operators who have been qualified within the preceding one-year period under AWS standard qualification procedure for the type of work required.

(C) TOLERANCES: Maximum variation from flush conditions for all elements must be 1/16". Maximum variation in horizontal alignment of trench drains must be 1/4".

Tolerances for fitting of gratings to frames must 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.

7.54RR.4. SUBMITTALS

(A) SUBMITTALS: Follow the procedures in the General Conditions of Section 1.06.31 of the NYC DOT Standard Highway Specifications.

Qualifications: Submit statements of qualifications for all fabricators and installers including images and address locations of previous similar installations of bronze fabrications.

Product Data: Submit product information for all anchor devices and setting materials. All product data must be submitted concurrently.

(B) MOCK-UP: Prior to final installation, Contractor must block restored trench drain accurately in place for review by the Engineer, prior to installation of setting concrete. If accepted, the Contractor may proceed to install setting concrete. No additional payment will be made for mockup.

7.54RR.5. METHODS

Prior to removal of the existing trench drain, the trench frame, adjacent building, and adjacent granite and asphalt block surfaces must be protected from damage. Existing asphalt block, bituminous setting bed, and reinforce concrete must be sawn and carefully removed to avoid damage to the trench drain and adjacent elements. Attachment of hoists to raise the trench grating must be below the grating surface to avoid damaging the bronze edging and grating that will be visible after reinstallation.

Any damage to grating, edging, or frame or welds must be repaired to the original condition, to the satisfaction of the Engineer. Any stains, scuff marks, dents, or other deleterious conditions must be removed. Unsatisfactory removal, repair, or finishing will require the Contractor to refabricate the trench drain in conformance with the original contract drawings and shop drawings for Pershing Square West bronze trench grating provided as an exhibit with these contract documents, at no cost to the City.

Workmanship must be in accordance with AISC Specifications and as specified herein. Temporary bracing must be provided wherever necessary during assembly and erection and must be left in place as long as required. It is the Contractor's responsibility for safe practice in this regard. Reinstall materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Reinstall metal elements after danger of damage from construction traffic is past. Do not begin reinstallation until site is properly prepared.

Protect restored trench drain in protective packaging until ready to reinstall.

Reinstall steel frames for grating in accordance with details specified on original Contract Drawings. Install frames to allow for secure seating of grate units without binding or rocking. Maintain vertical alignment flush with surrounding pavers. If needed,

grind pads on underside of trench grates to level and prevent grate rattle or rocking. Secure all gratings with existing fasteners. Restore finishes where damaged.

Frames must be set and anchored securely in concrete per original Contract Drawings.

Where indicated on Contract Drawings, frames must be installed in shallow setting conditions using specified setting concrete for shallow installation, with stainless wire mesh reinforcing. Joints between the shallow condition stainless steel trench drain bases must be flush and watertight. Transition from the shallow condition stainless steel trench drain base to the standard depth trench drain concrete base must be flush and watertight.

7.54RR.6. MEASUREMENT

The quantities to be measured for payment must be:

(A) REMOVE AND REINSTALL BRONZE TRENCH DRAIN

The number of linear feet of trench drain removed, repaired, and reinstalled, including all anchoring and setting, regardless of depth or bottom condition.

7.54RR.7. PRICES TO COVER

(A) REMOVE AND REINSTALL BRONZE TRENCH DRAIN

The unit price bid per LINEAR FOOT for Removing and Reinstalling Bronze Trench Drain, must cover the cost of all labor, materials, equipment, insurance, and incidentals required for removal and completing the work, including, but not limited to, removals, repair and refinishing, anchoring the frame and fastening the grating to frame.

Payment will be made under:

Item No.	Description	Pay Unit
7.54 RR	REMOVE AND REINSTALL BRONZE TRENCH DRAIN	L.F.

SECTION 7.55 BR

Remove and Reinstall Bronze Railing

7.55BR.1. DESCRIPTION

This section describes the removal and reinstallation of existing Bronze Planter Railing. Qualified demolition technicians and railing installers must remove, salvage, and repair damage to existing railings, core-drill new masonry to receive railings, reinstall railings, and finish all exposed surfaces.

7.55BR.2. MATERIALS

- (A) Non-Shrink Grout: for anchoring handrail supports, must be two-part epoxy grout, compatible with caulking.
- (B) Adhesive Sealant: for setting railing support base covers, must be a flexible, clear-drying, two-part epoxy adhesive/ sealant.

7.55BR.3. QUALITY CONTROL

(A) QUALIFICATIONS: Repairer and installer must demonstrate prior experience with handling of similar tubular bronze railings incorporating braze-welding of bronze components.

(B) WELDING STANDARDS. 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 must be subject to controlled inspection NYC Building Code. Welding must be performed by operators who have been qualified within the preceding one-year period under AWS standard qualification procedure for the type of work required.

(C) TOLERANCES: Bronze Railings must be prepared for reinstallation to the following tolerances: within 1/8" from plumb in all directions for 36" vertical distance. Maximum variation from flush conditions for all elements must be 1/16". Maximum variation in horizontal alignment from true dimensions for top rails must be 1/4". Maximum variation from true vertical alignment of railings must be 1/4".

7.55BR.4. SUBMITTALS

(A) SUBMITTALS. Follow the procedures in the General Conditions of Section 1.06.31 of the NYC DOT Standard Highway Specifications.

1. Qualifications: Submit statements of qualifications for all demolition technicians, repairers and installers including images and address locations of previous similar bronze railing fabrication and installation.
2. Product Data: Submit product information for all metal, welding materials, anchor devices, and setting materials.

(B) FIELD MOCK-UP: Prior to final installation, the Contractor must place salvaged and repaired railing in core-drilled holes with cover plates for review prior to proceeding with grouting.

7.55BR.5. METHODS

Prior to removal of adjacent granite paving band, the existing bronze railing and bronze veneer at rain garden must be protected from damage which may otherwise occur during stone removal. Existing granite, mortar setting bed and concrete substrate around railing posts must be sawn, drilled, split or otherwise carefully excavated to allow extraction of the posts from the existing core holes without damage to the railing or bronze veneer. Attachment of hoists to raise the railing must be below the existing level of the granite surface to avoid damaging the bronze post surface that will be visible after reinstallation. All posts must be raised from core holes concurrently to avoid bending of top rail.

Any damage to base covers, bronze tubing, bar stock, skateboard deterrents, or welds must be repaired to the original condition, to the satisfaction of the Engineer. Adhesive, sealant, or grout adhering to bronze surfaces must be completely removed. Any stains, scuff marks, dents, or other deleterious conditions must be removed. Exposed surfaces of railings and base covers must be buffed to a uniform satin finish. Unsatisfactory removal, repair, or finishing must require the Contractor to refabricate the railings and base covers in conformance with the original specifications for Pershing Square West bronze railings, provided as an exhibit with these contract documents, at no cost to the City.

Protect restored railings in protective packaging until ready to reinstall.

Holes to receive railings must be cleanly core-drilled in granite and other masonry surfaces using the smallest size diameter to fit the support base covers, with not more than 1/8" additional diameter. Holes must be accurately located per layout plans, and railing shop drawings must be prepared to fit the hole locations as field-verified. The holes must be accurately located per original shop drawings and the actual alignment of the posts, and must be of depth of at least 1" greater than the embedded segment of the railing post. Care must be taken while drilling in granite such that no damage will be done. Any damage to masonry surfaces resulting from drilling operations must be remediated by the Contractor at no additional cost to the City, which may include

replacement of whole granite units. No repair of granite involving gluing or patching will be allowed.

The railings must be erected as detailed on the original Contract Drawings, with base covers held on the supports above finish grade as necessary to allow grout filling. After posts have been set in place and properly supported to hold them to line and grade, the annular space must be filled to the depth shown on the plans with non-shrinking grout. After the grout has hardened, the remaining space must be filled with clear epoxy adhesive sealant, and support base cover must be set precisely flush with finish grade and fully bedded in the material, with sealant fully filling the perimeter gap to within 1/16" of finish grade. In no case should sealant protrude above finish grade. Mask around drill holes as necessary to prevent sealant from contacting or staining adjacent surfaces.

If railing is not set plumb and true to line and grade, it must be removed, restored or refabricated, and reinstalled by the Contractor at no additional cost to the City.

All exposed railing surfaces must be finished with a non-directional satin finish. No coatings or patina of any kind must be applied. Where abraded or scuffed, the finish must be fully restored to the satisfaction of the Engineer at time of Substantial Completion.

7.55BR.6. MEASUREMENT

The quantities to be measured for payment must be:

(A) REMOVE AND REINSTALL BRONZE RAILING. The quantity to be measured for payment must be the number of linear feet of Bronze Railing actually reinstalled, to the satisfaction of the Engineer.

7.55BR.7. PRICES TO COVER

(A) REMOVE AND REINSTALL BRONZE RAILING. The unit price bid per linear foot for Removing and Reinstalling Bronze Railing must cover the cost of all labor, materials, fabrication, equipment, insurance, and incidentals required for removal and completing the work, including, but not limited to, removals, core-drilling, setting, and finishing.

Payment will be made under:

Item No.	Description	Pay Unit
7.55 BR	REMOVE AND REINSTALL BRONZE RAILING	L.F.

SECTION 7.55 SG

Manual Swing Gate High Impact Vehicle Barrier System

7.55 SG.1. DESCRIPTION

Under this section, the Contractor must furnish and install a custom fabricated, manual swing gate vehicle barrier system, complete with inserts, fittings, and other components in accordance with the Contract Drawings, the contract specifications, gate manufacturer requirements and the directions of the Engineer. The Contractor will be responsible for the entire gate/high impact barrier system functioning as designed and acceptable to the Engineer.

The installer must be responsible for furnishing all materials, installation, of the manual swing gate/high impact barrier system.

The vehicle barrier system must be a hinged swing gate barrier with a 16-ft and 20-ft clear opening as Cityscape manual swing gate manufactured by Ameristar of Tulsa, OK or approved equal.

The design and materials of the vehicle barrier system must be selected to meet the specific project requirements.

The vehicle barrier must be positioned across the opening width for full protection coverage with fixed bollards or other safety devices, as approved by the Engineer. Safety devices must be provided by the Contractor, at no additional cost to the City, on either side of the gate to prevent vehicles from going around the closed gate system. The gate must be capable of being locked in the closed position.

7.55 SG.2. REFERENCES

American Society for Testing and Materials (ASTM)

American Welding Society (AWS): Structural Welding Code

Publicly Available Specifications (PAS)

7.55 SG.3. SUBMITTALS

All submittals must be submitted as per Subsection 1.06.13 of NYC DOT Standard Highway Specifications and as specified herein.

Contractor must submit product data for the manual swing gate vehicle barrier system including, but not limited to, finish descriptions, underground conduit, interconnection hydraulic hoses, hydraulic fluid, lubricants, gate hinges and locking mechanisms, the fabrication method and installation.

Contractor must submit detailed shop drawings showing the proposed layout of the gate/barrier system including the top assembly layout and overall dimensions of each

major element of the barrier system equipment, the foundation and anchoring requirements.

The Contractor will submit swing gate/vehicle barrier system submittal documentation and drawings to the City and manufacturer recommended maintenance requirements, including a chart of periodic maintenance activities and intervals, lubrication instructions and component adjustment.

The Contractor will submit the manufacturer crash test certification of the vehicle barrier system including the certificate of conformance that the vehicle barrier system delivered conforms to the crash rating, performance and the requirements of this specification.

After completion of all field testing the Contractor must provide the "as-built" including clear opening, parts and component documentation on the manual swing gate vehicle barrier system.

The contractor must submit 6"x6" samples of 8 alternative RAL metallic powder-coat paint colors approximating bronze color of anodized aluminum bollards covers, to the satisfaction of the Engineer, for final selection by the Engineer from a full range of custom RAL colors.

At the discretion of the Engineer, a laboratory test must be provided for TGIC - Polyester powder coating of a sample of the gate finish for bonding of the powder coating to the galvanized metal. The test must be the Cross Hatch test per ASTM D3359-17, method B. Failure to satisfactorily pass this test must be a basis for rejection.

7.55 SG.4. QUALITY ASSURANCE

The Fabricator Qualifications should be a Firm with proven experience in successfully producing vehicle barrier systems similar to that specified for the project.

The Installer should show prior successful experience in installation of a vehicle barrier systems.

7.55 SG.5. WARRANTY

The Gate barrier system must have a warranty against defects in material and workmanship for a period of no less than one year from the date of substantial completion. All requirements to maintain the warranty within the specified period must be submitted to the City before installation.

7.55 SG.6. DELIVERY, STORAGE AND HANDLING

All equipment must be handled, delivered and stored as per the manufacture requirements so as not to void the manufacturer's warranty. Any parts or components damaged during shipment must be replaced by new parts and components before installation by the Contractor at no cost to the City.

7.55 SG.7. MATERIALS

The barrier foundation is constructed of heavy gauge steel fully welded prior to priming, painting and optional hot dip galvanizing.

BARRIER CONSTRUCTION

The swing gate must provide protection in both directions; with one direction providing the high impact crash rating.

When the gate is in the closed position, the barrier must act as a formidable psychological deterrent due to the size of the gate.

The vehicle barrier must provide protection against motorcycle and pedestrian intrusion.

The swing gate must permit integration with other security devices, such as rising or sliding gates for anti-personnel intrusion.

The gate must be semi-floating.

The beam and mechanism must permit the use of the barrier on surfaces that are not perfectly level or flat.

The barrier must be capable of being installed and operated on cross-sloped surface.

The mechanical configuration must be difficult to seize or bind the gate.

The gate must be replaceable after a low impact crash (attack) if the side columns are undamaged. Welded structural side columns must be provided to enclose the barrier mechanisms and react crash loads when the gate is closed.

Side columns on each side of barrier must look attractive, have architectural appeal and be consistent with other architectural theming in the area.

Contractor must provide conduit and a bell reducer to make the connection from the gate base to the hand pump box at no additional cost to the City.

The length and size of the underground conduit, interconnection hydraulic hoses, hydraulic fluid, lubricants will be determined based on field conditions by the Contractor at no cost to the City.

7.55 SG.8. FINISH

GALVANIZING

All exposed surfaces of gate elements must be galvanized in accordance with ASTM A123 after fabrication and welding. This includes the hand pump box.

POWDER COATING

All surfaces of gate and hand pump elements must be powder coated after welding and galvanizing, except internal male and female hinge surfaces, locking handle, internal stainless steel locking mechanism, and ground-mounted gate stop. Powder-coat color must be a metallic bronze color matching the existing drinking fountain at Pershing

Square West. Galvanizing of all components must provide an acceptable substrate for applied powder coatings. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating must be applied to the surface. TGIC-Polyester Powder coating must be applied to the galvanized steel in such a manner that the coating will not peel off. The TGIC-Polyester must be applied at a film thickness of 3 to 6 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester must be applied without voids, tears or cuts that reveal the substrate and must thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

TOUCH-UP & REPAIR

For minor damage caused by installation or transportation and field welded metal powder coated surfaces, clean welds, bolted connections and abraded areas special repair of surfaces must be made. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780. Galvanizing repair paint must have 65 percent zinc by weight. Thickness of galvanizing repair paint must be not less than that required by ASTM A123. On damaged powder coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of 6 (six) feet.

7.55 SG.9. METHODS

The Contractor must be required to manufacture and install the railing and gate as shown on the Contract Drawings and in accordance with approved shop drawings to be furnished by the Contractor prior to fabrication.

INSTALLATION, COMMISSIONING AND TESTING REQUIREMENTS

- A. The gate system must be installed, commissioned and tested at the site collectively referred to as "installation", by the installer.
- B. The installer must provide all installation materials for the Gate system installation.
- C. The gate system installation must be in accordance with the specifications and installation instructions provided by the manufacturer.

INSTALLATION REQUIREMENTS

In accordance with the manufacturer's drawings and instructions, the installer must:

1. Ensure that Gate system equipment to be installed is properly located at the site and place and align the frames to ensure proper and smooth operation of the gates. Any adjustments required for the proper operation of the overall Gate system must be made specific to site conditions.
2. Provide required excavation concrete, rebars and finish for the Gate system foundations.

PROTECTION

Protect finish of fence and gate from damage during construction period by use of temporary protective coverings approved by fabricator. Remove protective covering as soon as need for protection has passed, but no later than time of Substantial Completion.

Restore protective coverings that have been damaged during shipment or installation of the work. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location. Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration.

Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items which cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units as required.

7.55 SG.10. MEASUREMENT

The quantity of new swing gate vehicle barrier systems must be the number of each dimension furnished and installed in accordance with the plans, specifications and manufacturer requirements to the satisfaction of the Engineer.

7.55 SG.11. PRICES TO COVER

The unit price bid for EACH swing gate vehicle barrier system must cover the cost of all labor, material, plant, equipment, insurance, and incidentals necessary to fabricate, furnish and install the complete swing gate barrier system with the clear opening in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
7.55 SG-PS1	CITYSCAPE SWING GATE, 16 FEET	EA
7.55 SG-PS2	CITYSCAPE SWING GATE, 20 FEET	EA

SECTION 7.70 TPR

Temporary Pedestrian Ramp (NOT A PAY ITEM)

7.70TPR.1. INTENT

This section describes the work of providing Temporary Pedestrian Ramps (TPRs) near new pedestrian construction work areas and the ADA guidelines. TPRs should provide access to sidewalk routes when pedestrian ramps are not accessible due to construction activities going on or around pedestrian ramps.

The work will consist of furnishing, installation, maintaining, relocating, and removing TPRs in order to access sidewalk areas as shown on the Contract Drawings or where otherwise directed by the Engineer.

TPRs must consist of temporary pedestrian ramp units having a geometry similar to that shown on the Contract Drawings, as directed the Engineer and complying with the following requirements:

1. TPR running slope must not exceed 1:12 ramp slope, which equals 4.8 degrees slope or one foot of wheelchair ramp for each inch of rise. For instance, a 30 inch rise requires a 30 foot handicap wheelchair ramp.
2. Cross slope must not exceed 1:48.
3. Handrails must be provided on both sides if rise is more than 6 inches.
4. A minimum 5' x 5' flat, unobstructed area at the top and bottom of the ramp
5. A Minimum width of 36 inches of clear space across the wheelchair ramp.
6. Maximum run of 30 feet will be allowed ramp before a rest or turn platform.
7. Ramp handrail height will be between 34" and 38" in height on both sides of the wheelchair ramps.
8. The TPR must allow for normal street drainage.

7.70TPR.2. MATERIALS AND METHODS

1. LUMBER TPR: Lumber should have a slip-resistant surface. Use pressure treated wood for most of the wood material. Lumber must be preservative-treated southern pine, grade #2 or better. Pressure treated lumber must resist rot and decay with level of treatment as per American Wood Council latest standards. Decking board for the TPR will be at a minimum 2" thick.

2. ALUMINUM TPR: Aluminum should be high traction (e.g., textured extruded aluminum surface), dock plate with a coefficient of friction not less than 0.5 and made from high strength, lightweight aluminum; it should be slip-resistant and have a self-adjusting ground transition plate. The Ramp, Step, and Platform system is designed to be a rigid, free-standing structure. All footplates should be fastened securely to a

concrete surface or 12" minimum diameter footings in order to achieve full structural integrity. Footing depth will depend on local building code.

Fastening all platforms to the building or modular building with lag screws is highly recommended.

3. FIBERGLASS/PLASTIC TPR: Fiberglass/ Plastic ramps should be able to take minimum wheelchairs, foot traffic etc., not less than 550 lbs., should be ADA compliant and adapts to varying curb heights from minimum of 2.5" to 7". Should be anti-slip with high visibility surface and must be bolted for maximum stability and security. Coefficient of friction will not be less than 0.5.

All ramp handrails and ramp guardrails are designed to withstand a concentrated load of 200 pounds applied in any direction on the top of the rail.

All Ramp handrails are designed to be continuous along ramp runs and in between the inside corner of 90 degree and 180 degree turns in ramp direction. Handrails are not interrupted by posts or other obstructions.

Platforms and landings will be designed to carry a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Walking surfaces for serial number 1, 2 and 3 above must be designed to have a coefficient of friction no less than 0.50 in all directions of travel.

7.70TPR.3. METHODS

All units must be in good condition and acceptable to the Engineer.

The Contractor must install the TPR by placing them where shown on the Contract Drawings, specifications and as directed by the Engineer. All the modular ramps will be assembled as per manufacturer's instructions.

If the modular ramps are pre-assembled and transported to their locations, Contractor must use utmost care in the delivery and installation of these units.

Units can also be fabricated/constructed at site with the approval of the Engineer.

Contractor must continuously maintain the TPR, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor must replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.70TPR.4. MEASUREMENT AND PAYMENT

The price of TPR will be deemed included in the prices bid for all the scheduled contract items.

SECTION 8.26 R

Existing Stone Wall Restoration

8.26R.1. DESCRIPTION

Under this section the Contractor must furnish all labor, materials, equipment, and necessary incidentals required to restore stone in existing stone masonry wall in accordance with the plans, the specifications and the directions of the Engineer.

8.26R.2. MATERIALS

The Contractor must provide at his own cost any additional stone that may be needed to complete the restoration of the existing wall. All additional stone to be provided must be of the same geological type, color and texture as the stones that were used to build the existing wall.

Mortar must be Type 1 and must be in accordance with the requirements of **Section 3.07**. Color of sand and pigment to be added must be subject to approval by the Engineer. Color of mortar must match color of original mortar used in joints of the existing stone masonry wall, and must be subject to approval by the Engineer.

8.26R.3. METHODS

Stones must be cleaned, and additional stones supplied must be dressed as necessary before being used. Sizes of additional stones supplied for use in the wall must allow for the new wall to be architecturally consistent with the existing wall that it will replace.

The Engineer will select samples of stones from the existing wall which must be used as the standard for type, color and texture of stone to be furnished by the Contractor for incorporation into the work. Prior to purchasing or delivering any additional stone to the site, the Contractor must submit small portable samples of the stone he intends to purchase for inspection and approval by the Engineer. Any stone delivered to the site that is intended for use in building the wall and which does not meet with the approval of the Engineer will be rejected by the Engineer and must be immediately removed from the site by the Contractor.

Setting must be done by competent stone setters, in accordance with the drawings. Prior to Commencement of Work, the Contractor must submit the name of the stone setters he proposes to use along with their respective work history experience. The stone setter must have a minimum of five (5) years of documented experience in building stone masonry wall.

Before being set, all stone must be clean and free of ice, frost, and old mortar. Unless otherwise shown, each piece must be carefully bedded in a full bed of mortar and tapped home with a rawhide mallet or by other suitable means to a full and solid bearing. Particular care must be exercised to equalize bed and joint openings and

eliminate the need for redressing of exposed surfaces. Exposed surfaces must be kept free of mortar at all times.

All stones must be soundly and completely embedded in mortar. Exposed spalls and panners will not be accepted in the face of the wall and may be used otherwise only where necessary. Joints in the face of the wall at its narrowest point between adjacent stones must match the width of existing joints.

All joints and beds must be completely filled, then raked out to a depth of not less than 3/4", and every precaution must be taken to prevent direct bearing contact between pieces. Except where otherwise specified, all joints and beds, previously raked, must be brushed clean and pointed with mortar to a flat cut joint. When thumb print hard, the joints and beds must be tooled with a round jointer having a diameter 1/8" larger than the width of the joint.

Stone must not be installed when the ambient temperature is fifty degrees Fahrenheit (50 F) or below, or when the ambient temperature is forecast to fall below freezing in the subsequent 24 hours, or when the stone masonry exhibits frost.

Stones cracked, or otherwise damaged by the Contractor's operations must be repaired in a manner satisfactory to the Engineer. Such repair must be done at the expense of the Contractor. Grout must be mixed and placed in strict accordance with manufacturer's instructions and/or recommendations.

8.26R.4. MEASUREMENTS

The quantity to be measured for payment must be the number of cubic yards of existing stone masonry wall actually restored to the satisfaction of the Engineer, measured in place.

8.26R.5. PRICE TO COVER

The contract price for Stone Masonry Wall Restoration must be a unit price per cubic yard and must include the cost of all labor, materials, plant, equipment, insurance, and all necessary incidentals required to restore the existing stone masonry wall, including, but not limited to, dressing and setting of stone in existing wall, furnishing additional stone as needed.

Payment will be made under:

Item No.	Description	Pay Unit
8.26 R	STONE MASONRY WALL RESTORATION	C.Y.

SECTION 8.32
Bark Chip Mulch

8.32.1. DESCRIPTION

Under this section, the Contractor must furnish and place Bark Chip Mulch in accordance with the plans and specifications and as directed by the Engineer.

8.32.2. MATERIAL

Bark Chip Mulch must be a natural forest product of 98% bark containing less than 2% wood or other debris. It must be of white or Red Fir and/or Pine bark of a uniform grade with no additives or any other treatment. Color of mulch must be dark brown. Size of bark must be from 5/8" to 1-1/4". The ph factor should range from 5.8 to 6.2.

8.32.3. METHODS

Bark Chip Mulch must be applied where required on the plans or directed by Engineer as a ground cover to the surface of beds and tree pits after the planting is completed. Mulch must be applied to a uniform depth of three (3") inches and must be so distributed as to create a smooth, level cover over the exposed soil. Plants must not be covered.

8.32.4. MEASUREMENT

The quantity of Bark Chip Mulch to be paid for will be the number of square yards of ground surface area that has been satisfactorily covered with bark chip mulch within limits of enlarged tree pits surrounding existing trees as indicated on the plans and where directed by the Engineer.

8.32.5. PRICE TO COVER

The unit price bid per square yard for Bark Chip Mulch must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to complete the work.

No payment will be made under this item for furnishing and placing mulch in tree pits around newly planted or transplanted trees.

Payment will be made under:

Item No.	Description	Pay Unit
8.32	BARK CHIP MULCH	S.Y.

SECTION 8.52

Allowance for Wayfinding Totems

8.52.1. DESCRIPTION

Under this section, the Contractor will be required to pay to the New York City Department of Transportation (NYCDOT) Totem sign Contractor for furnishing and installing new Wayfinding Totems. NYCDOT may have separate Totem sign Contractors for furnishing and installing totems.

8.52.2. MATERIALS

(Not applicable)

8.52.3. CONSTRUCTION DETAILS

The NYC DOT Totem sign Contractor will only install Wayfinding Totems signs once the foundation (including paving tray and steel foundation plate) has been installed by the Contractor. The Contractor must pick up from NYC DOT, deliver to the project site and install the paving tray and steel foundation plate in accordance with plans, specifications and as directed by the Engineer. All costs for pick up, delivery to the project site and installation of the paving tray and steel foundation plate will be deemed to be included in all scheduled items for foundation work pertinent to Wayfinding Totems signs.

8.52.4. METHOD OF MEASUREMENT

The fixed price lump sum shown in the Bid Schedule for this item must be included in the total bid price; however, actual payment to the Contractor will be based on the actual invoices submitted by the NYC DOT TOTEM sign Contractor.

For payment of paving tray and steel foundation plates, it is agreed that all work will be based on the actual number of paving trays and steel foundation plates delivered to the project site by the Contractor to the satisfaction of the Engineer.

For payment of totems, it is agreed that all work will be based on the actual number of (Wayfinding) TOTEM SIGNS that are installed by the NYC DOT TOTEM sign contractor to the satisfaction of the Engineer.

Partial payments for materials fabricated specifically for the contract and stored at a NYC DOT facility may be made in accordance with Section 1.06.35, provided that the materials are identified, set aside, and marked only for use on this project.

8.52.5. PRICE TO COVER

The fixed sum shown in the proposal for the (Wayfinding) TOTEMS sign will be considered the price bid for this item. The fixed sum is not to be altered in any manner

by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the contract.

The fixed sum payment made under this item will be equal to the sum of all invoices submitted by the NYCDOT TOTEM sign Contractor as proof of work performed for this item, as approved by the Engineer.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and must not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

The unit price will cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

No separate payment will be made for the Contractor to pick up, deliver to the project site, and install the paving tray and steel foundation plate. The cost must be deemed to be included in all scheduled items for foundation work pertinent to wayfinding totem signs.

No separate payment will be made for furnishing and installing metal conduit, reinforcing bar, or plastic filter fabric. The cost must be deemed to be included in all scheduled items for foundation work pertinent to wayfinding totem signs.

Payment will be made under:

Item No.	Description	Pay Unit
8.52	ALLOWANCE FOR WAYFINDING TOTEMS	F.S

SECTION 8.52 FP
Steel Foundation Plate (NOT A PAY ITEM)

8.52FP.1. INTENT

This section describes the furnishing and installation of the Foundation Plate.

8.52FP.2. DESCRIPTION

The Steel Foundation Plate must be embedded in the poured concrete footing to the nominal dimensions as indicated on the contract drawings and specifications.

8.52FP.3. MATERIALS

Steel Foundation Plates must comply with the requirements of the NYC Department of Transportation (DOT) Standard Highway Specifications **Sections 2.35, Structural Steel** and must be galvanized in accordance with **Section 2.34**.

8.52FP.4. SUBMITTALS

Shop drawings of each steel plate showing bolt locations must be provided by the Contractor in accordance with the requirements of **Section 1.06.13** of the NYC DOT Standard Highway Specifications, for review and approval prior to fabrication.

8.52FP.5. NOT USED

8.52FP.6. MEASUREMENT

Payment will be based on the computed weight of metal as shown on the approved shop drawings, and must include, but not limited to permanent bolts and welds in the structure as erected.

Not to be included in the measurement is the weight of all erection materials including but not limited to bolts, pilot and driving nuts, temporary protective coatings, and all boxes, crates or other containers used for packing, together with sills, struts, and rods used for supporting members during transportation.

The weight of all required bolt heads, nuts and washers will be estimated, making no allowance for waste, and included in the weight for which payment will be made. The mass of all required welds will be estimated and included in the mass for which payment will be made.

8.52FP.7. PRICE TO COVER

No separate payment will be made for steel foundation plate.

SECTION 8.52 PT
Paving Tray (NOT A PAY ITEM)

8.52PT.1. INTENT

This section describes the furnishing of the ground level paving tray.

8.52PT.2. DESCRIPTION

Fabricated steel plate frame, angle and flat textured cover plate assembly, configured and to nominal dimensions as indicated on the contract drawings and specifications. Paving trays must be procured from the NYCDOT Totem Contractor, as specified in **Section 8.52**.

Paving Tray Dimensions

Type	Item	Length	Width
A	Paving Tray (Pathway Totem)	1'-7¼"	8½"
B	Paving Tray (Area Totem)	2'-11¼"	8½"
C	Paving Tray (Neighborhood Totem)	4'-3¼"	8½"
D	Paving Tray (SBS Sign)	2'-1½ "	8½"

8.52PT.3. PRICE TO COVER

No separate payment will be made for the Paving Trays, which will be paid for under item 8.52.

SECTION 8.52 WSF
Wayfinding Sign Footing

8.52 WSF.1. INTENT

Under this section, the Contractor must furnish concrete footing for the wayfinding sign and all necessary incidentals in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

8.52 WSF.2. MATERIALS

(A) Saw cut must be done in accordance with **Section 6.55** and price must be deemed included in the price of this item.

(B) Excavation must be done in accordance with **Section 6.02** and its **Item No. 6.02 AAN** and price must be deemed included in the price of this item.

Special care excavation must be done in accordance with **Section 8.02** and **Item No. 8.02 A** and must be paid accordingly under its respective pay item number in the BID SCHEDULE.

(C) Concrete must meet with the requirements of **Section 3.05, Concrete**, and be of the class, type and mixing specified and will be done in accordance with **Section 4.06**; price must be deemed included in the price of this item.

Subbase material must be of the type, grade, size number and nominal size specified and must be done in accordance with **Section 6.67**; Type MATERIAL B, price must be deemed included in the price for this for this item.

(D) Concrete reinforcement must comply with the requirements of the following sections:

Steel Bars--**Section 2.23**. Kind of reinforcement, size and placement must be as specified and as shown on Contract Drawings. Reinforcement must be installed in accordance with the requirements of **Section 4.14** and price is deemed included in the price of this item.

(E) Joint Sealer and pre-molded joint filler as shown on Contract Drawings must comply with the requirements of **Section 2.22** and **Section 2.15** respectively type as specified and price is deemed included in the price of this item.

(F) Anchor Bolt ASTM A240, Grade 304, ½" dia., to be drilled and installed with epoxy filler as shown on Contract Drawings or as directed by the Engineer.

(G) Galvanized Steel Footing Plate to be installed as per Contract Drawings and **Section 8.52 FP**, cost of installation is deemed included in the price of this item. Furnishing of this plate must be made under **Section 8.52**.

Paving tray and temporary cover plate to be installed as per drawing and **Section 8.52 PT**, cost of installation is deemed included in the price of this item. Furnishing paving tray and temporary cover plate must be made under **Section 8.52**.

Galvanized rigid metal conduit, where required, must be in accordance with Chapter 5: NYCDOT Detail Specifications for the installation of conduit, duct and bends (latest version) or HDPE pipe, schedule 40, in accordance with **Subsection C5.2.1**, page 63 of NYCDOT specifications for traffic signals and its systems; as directed by the Engineer and as shown in the drawings. Plastic Filter fabric must be done in accordance with **Section 6.68** and price must be deemed included in the price of this section.

8.52 WSF.3. DESIGN AND CONSTRUCTION OF FORMS

Forms must accurately conform to the shape, lines and dimensions of the footing for which they are required, be substantial and sufficiently tight to prevent leakage of mortar, and have, unless otherwise specified by the Engineer, moldings or chamfer strips at angles. They must be of adequate strength and be braced or tied together with approved ties and spacers, to maintain position and shape, and to ensure the safety of workmen and passersby, be clean and free from sawdust, chips, dirt, ice and other objectionable materials. Forms must present smooth, true surfaces to the concrete placed against them, having temporary openings where necessary, to facilitate cleaning and inspection immediately before concrete is deposited. Forms must be coated with non-staining oil before the reinforcement is placed, or be wetted except in freezing weather.

8.52 WSF.4. MEASUREMENT

The quantity measured for payment must be the number of footings of type specified, installed in accordance with the Contract Drawings, the specifications and to the satisfaction of the Engineer.

8.52 WSF.5. PRICE TO COVER

The contract price for each way finding sign footing of the type specified must cover the cost of labor, materials, equipment, insurance, and incidentals required to construct respective wayfinding footings, including but not limited to, the furnishing and incorporation of all concrete; reinforcement; curing; finishing; samples; testing equipment and facilities for testing; all, in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

The cost of all items referenced in this Section, with the exception of Items 4.13 AAS and 8.02 A, must be deemed included in the contract price of wayfinding sign footings of type specified.

Payment will be made under:

Item No.	Description	Pay Unit
8.52 WSF-A	WAYFINDING SIGN FOOTING TYPE A	EACH
8.52 WSF-B	WAYFINDING SIGN FOOTING TYPE B	EACH
8.52 WSF-C	WAYFINDING SIGN FOOTING TYPE C	EACH
8.52 WSF-D	WAYFINDING SIGN FOOTING TYPE D	EACH

SECTION 9.06 HW

Allowance for Decorative Mesh Fabric

9.06HW.1. DESCRIPTION

Under this Section, the Contractor will be paid to furnish and install panels of breathable mesh fabric upon which artwork is printed in a maximum of 4-colors, as directed by the Engineer. Each panel must also contain metal grommets installed at a 1' maximum spacing around the perimeter of the fabric for mounting on the 6' high Temporary Chain Link Fence (item 6.34 ACTP). All art work to be printed on the fabric will be provided to the Contractor by the City.

At the completion of the work the panels must remain the property of the City and must be delivered to the Engineer, unless otherwise directed.

The Fixed Sum payment made under this item must be equal to the sum total of all invoices submitted by the Contractor, as approved by the Engineer, for furnishing and installing decorative mesh fabric materials, to the satisfaction of the Engineer, plus an allowance of 10% overhead and 10% profit.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and must not be varied in the bid. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed amount. This "fixed sum" amount must be included with the other amounts bid by the Contractor for all the other items under this contract.

9.06HW.2. PRICE TO COVER

The unit price must cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer

Payment will be made under:

Item No.	Description	Pay Unit
9.06 HW	ALLOWANCE FOR DECORATIVE MESH FABRIC	F.S.

SECTION 9.95 G

Dimensioned Granite Masonry

9.95G.1. DESCRIPTION

This section describes the furnishing and installation of all dimensioned granite masonry indicated, including Granite Paving Bands in accordance with Contract Drawings, the specifications and the directions of the Engineer. This section does not pertain to granite street curbs, which are specified in **Section 4.07** of the NYC DOT Standard Highway Specifications.

9.95G.2. MATERIALS

Stone Materials

All stone must be carefully selected, from sound stock, and free from defects impairing strength, durability or appearance, such as cracks, seams, starts, holes, flaws, or imperfections, which have been patched or filled. All stone must be uniformly consistent in color, value, graining texture, and other features to the extent inherent in the specified stone type. Color and value variations must be within ranges established by approved samples.

Graining and texture variations, whether highly figured or uniform, must be consistent in all material supplied. Material sources and quarry locations must be approved by Engineer for each stone type.

All granite must be "Jet Mist" granite, a fine-grained granite, dark grey in color, with light-grey veins and swirls, of compressive strength greater than 33,000 psi (MPa) per ASTM C170, as supplied by the following:

1. Furlong & Lee Stone Sales, Inc., Rockville Center, New York, NY, (212) 986-3828.
2. The North Carolina Granite Corporation, Mt. Airy, North Carolina, (336) 786-5141,.
3. Polycor, Riviere-A-Pierre, QC Canada , (418) 692-4695.
4. or approved equivalent.

Stone from other suppliers may be deemed acceptable as "equivalent" based on criteria including individual specimen color and texture, material properties, contrast and compatibility of texture and color with other material specified. The Engineer must be the sole arbiter of such compatibility.

Typical joint width must be 1/4" unless otherwise specified in the Contract Drawings.

Source Quality Control of Stone Material: Furnish testing of each granite stone type and finish for this Project, prepared by an approved independent and qualified testing agency. In addition to other requirements, granite materials must conform to ASTM C615, Granite Dimension Stone. Test reports for stone materials must show and list

minimum values for the following physical characteristics as a minimum: Modules of rupture, ASTM C99; Compressive strengths, ASTM C170; Absorption, ASTM C 97; Flexural Strength, ASTM C880. Provide mineral and chemical compositions of stone and identification of any material composition that may cause staining within stone or on surface of stone such as iron pyrites or other detrimental material.

Stone Fabrication

Stone must be cut to sizes, shapes, dimensions, and details shown for each type and condition. Relate to and adjust stone fabrication together with installation requirements specified, herein. Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades.

Where shapes are indicated on Contract Drawings as curved, either graphically or in text, edges must be cut to true radii. Where elements curve horizontally and slope vertically, curvature must be accurate in the horizontal plane.

Exposed surfaces and edges of stone units must be free from cracks, broken corners, chipped edges, scratches, or other defects affecting appearance. No patching, joining, or hiding of defects will be permitted.

Provide stone of the thickness specified or otherwise shown as a minimum. Maximum variations in thickness from that shown must not exceed 1/8" on units 4" or less.

Cut stone full and true on faces, reveals, beds, joints, and top to the full dimensions required by Contract Drawings. All sawn edges must be straight and true. Maximum deviation from straight line or radii indicated must not exceed 1/16" when measured with a 10' straightedge or radial template, or plus or minus one-fourth the width of joints, whichever is more stringent. All units must fit together accurately. Reference Erection Tolerances herein for additional criteria.

Fabricate stone so that joints between units must be as shown on Contract Drawings typically for alignment and spacing. Make faces of stone in same plane flush at joints.

Shop Cutting, Drilling, and Fitting: Include all cutting, drilling, and fitting of stone required to accommodate the work of other trades. In cutting and fitting, carefully cut and grind edges to a neat, tight, fit. Cutting must be in such a manner so as not to impair strength or appearance. Use physical templates (not just drawing dimensions) for all cutting and drilling. Obtain required templates from appropriate trades and suppliers.

Exposed Faces and Edges: Provide finish characteristics and quality indicated for each stone material type, condition of use, and as approved. Exposed stone surfaces must be "Thermal" finish as defined by NGBQA and must be mechanically applied by flame in the long dimension of finished work. The application of finish must be controlled to avoid any visible directionality.

Installation Materials

Furnish all dowels and the like fitting hardware as necessary to properly secure stone units. Types to be approved, of sizes and shapes to fit each particular support condition encountered. Metal components for exterior work must be stainless steel, Type 302/304, nonmagnetic.

Lead or plastic buttons used must be of the thickness required for the joint size shown or specified, and of the size required to maintain a uniform joint width, and meet the load requirements of stone installation condition.

Epoxy adhesive for joining granite paving band to street curb must be a two-part epoxy adhesive suitable for excellent performance in exterior applications requiring strong bond. Cured color must be dark grey matching adjacent granite.

Non-shrink epoxy grout for setting stainless steel dowels, handrails, etc., must be of a type specifically intended for excellent performance in grouting metal into masonry.

Grout for mortar joints must be colored, packaged epoxy grout as Laticrete Spectralock Pro Premium Grout, or equivalent type by Sika or Sonneborn, or approved equivalent. Color must be as selected from a full range of manufacturer's colors by the Engineer.

Mortar Setting Beds must be Laticrete 3701 Fortified Mortar Bed, or approved equivalent by Sika or Sonneborn, or approved equivalent.

Setting Adhesives and Slurry Bond Coat must be Laticrete 254 Platinum, or approved equivalent adhesive type by Sika, Sonneborn, or approved equivalent.

Caulk/Expansion Joint Materials:

Joint filler material must be an approved premolded non-bituminous material, compatible with backer rod and sealant.

Backer rod must be closed cell polyethylene backer rod.

Sealant at horizontal surfaces must be "Sonolastic NP II" two-part elastomeric polyurethane, or approved equivalent type by Sika or Pecora, or approved equivalent. Color must be as selected from a full range of at least 40 manufacturer's custom colors by the Engineer.

9.95G.3. QUALITY CONTROL

References Standards (as applicable generically to stone type(s) or material specified:

National Building Granite Quarries Association (NBGQA);

American Society for Testing and Materials (ASTM);

American National Standards Institute (ANSI);

American Iron and Steel Institute (AISI).

In case of conflict between the referenced standards, codes, or Contract Documents, the referenced standard, code, or Contract Document having the more stringent must govern as approved by Engineer.

Fabrication Qualifications: Stone fabrications must be by a firm or firms that have successfully fabricated stonework similar to the quality and in the quality shown of each material type and condition, specified, and in the quality specified, for a period of not less than 5 years. Special attention is drawn to the radially curved units which must conform to radius of existing granite banding to remain, and tightly abut existing bronze edging. Fabricator must demonstrate ability to fabricate these elements to the lines and contours as indicated on the Contract Drawings, by submission of photographs of similar projects.

Installation Company Qualifications: Erection of stonework must be by a firm that can exhibit proof of a minimum five (5) years of prior successful experience with stone installations of equivalent type and similar scope to this Project.

9.95G.4. SUBMITTALS

All submittals must be as per NYC DOT Standard Highway Specifications, under Division 1 Contract Requirements, **Section 1.06.13**.

Submit complete data on quarry facilities for each stone type and on fabrication facilities for stonework. Include information of location, production capabilities, and the nature and character of each stone selected.

Stone Material Properties Data: Material properties data for each stone material type must be submitted by the stone suppliers and certified as representative of the properties of stone material to be supplied for the Project. Include references to appropriate ASTM tests as conducted by a certified testing laboratory.

Submit each installation material item including fitting hardware, accessories, mortars, caulk, grouts, and the like.

Shop Drawings: The Contractor must submit Shop Drawings when required, in accordance with the requirements of the **Section 1.06.13** of NYC DOT Standard Highway Specifications. Submit overall and detailed plans, sections, and elevations as necessary to accurately and fully describe the required elements for each stone material type furnished and each related application condition of the Project work. Include necessary coordination and preparation of composite drawing information together with installation trades contractors of different components, including railings, edgings, and concrete foundations. Establish and verify locations of expansion joints, which must be coordinated with concrete shop drawings. All shop drawings for items under this section must be submitted concurrently.

Submit complete Cutting and Setting Drawings showing shop sizes, shapes, thickness, jointing, anchoring, connection with other work, typical and special anchoring details, supports, dimensions, and setting numbers for each piece. Setting Drawings must show relationship to adjoining construction and, after fabrication and final selection, must indicate the location of each stone unit with a number designation corresponding to number marked on each unit. Show location layouts and patterns coordinating with design drawing and related survey control points and dimensions. Establish and verify dimensions with concrete work of on-site walls, masonry layouts and patterns, and other like conditions. Show location, type, and extent of anticipated field cutting and finishing.

Do not fabricate any stone (except for samples) until Engineer has approved Shop Drawings for fabrication.

Statements of Qualifications: Submit to identify and exhibit Installation Company qualifications as specified herein.

Stone Samples: Submit set of 3-unit samples, minimum 2 square feet surface area, of each stone material and each stone finish type. Include in each set the full and extreme range of exposed color, texture, and finish to be expected in the completed work. Engineer's review will be in for color, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Approved samples must set the finish standard for the work.

Grout and Sealant Material Samples: Submit samples for each condition of use to show selected colors. Submit samples of eight colors closest in coloration to the granite when the granite is wetted.

Epoxy Adhesive Samples: Submit sample of epoxy joint with two granite pavement band units bonded with both thermal-finish surfaces meeting flush, minimum 1 linear foot.

Stone Support and Accessory Items Samples: Submit samples for each type and material composition, full size.

Mockups: Construct at the earliest possible time and at approved location, before proceeding with work and after Engineer's approval of submitted samples. Submit proposed locations for typical field samples/mockups, and receive approval of locations prior to construction of field samples. Mock-up must be per Contract Drawings unless otherwise directed, using materials, setting bed, pattern and joint treatment. The field mock-up/sample must be approved by the Engineer before the actual work may proceed. If necessary, remove and reconstruct field sample until approved. Accepted mock-up establishes minimum standard of quality and workmanship for granite masonry work of this section. Demolish and remove field sample at a time approved by Engineer when no longer required to serve as standard of work. Mock-up may be incorporated as part of work if conforming to be specified requirements, and if accepted by Engineer. Provide and construct mock-ups of Granite Pavement Bands - minimum 10 square feet.

Delivery, Storage, and Handling:

Protect, store, and handle stone materials as recommended by stonework fabricating company in addition to requirements specified herein.

Properly crate and band stone units for shipment receiving at job site. Crating of stone and packaging accessory item must be respective and related to the conditions for installation.

Handle each stone material type to prevent chipping, breakage, soiling, or other damage. Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials.

Store stone materials on wood skids or pallets, covered with non-staining, waterproof membrane. Place and stack skids and stone to distribute weight evenly and to prevent breakage or cracking of stone. Protect stone from detrimental weather conditions with waterproof, non-staining covers or enclosures, but allow air to circulate around stone during extended period of storage.

Environmental Requirements:

Protect mortar materials and stone accessories from weather, moisture, and contamination with earth and other foreign materials. Do not use mortar materials to install stone when the temperature is below 4 degrees Celsius (40 degrees Fahrenheit). When exposed during construction activities, protect partially completed stonework against weather when work is not in progress. Cover top of uncompleted work sections with strong, waterproof, non-staining membrane extending down both sides of walls and anchor securely in place.

9.95G.5. METHODS

(A) PREPARATION: Verify all measurements and dimensions and coordinate the installation of support structures for this work. Coordinate and schedule stonework fabrications and installations with the work of other related trades and separate contracts. Give particular attention to the location and size of cutouts required to accommodate mechanical, electrical, and other work or adjoining construction.

Verify that surface of foundation has suitably-roughened texture to receive setting mortar.

Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

Protection: Apply protective wax coating to stone surface if adhesive, mortar, epoxy adhesive or any other setting material would stain the stone. Wax must be applied carefully to prevent contact with surfaces to be joined. Wax must be steam-cleaned off after work is completed.

(B) INSTALLATION: Do not use stone units with chips, cracks, voids, stains, or other defects that might be visible in the finished work. If installed, remove and replace with units meeting specification requirements and approval of the Engineer.

Execute work by skilled mechanics, and employ skilled stone fitters/cutters at site for necessary field cutting, as stone is set. Clean stone (especially edges) before setting.

Set stone in accordance with Contract Drawings and final approved shop drawings. Provide anchors, supports, fasteners, and other attachments shown, or necessary to secure stone in place. Shim and adjust accessories as required for proper and correct setting of stone. Completely fill holes, slots and other sinkages for dowels and supports

with epoxy grout as applicable to conditions during setting of stone. Provide compressible filler in dowel holes as necessary to ensure that stone units do not bear on dowels such that may cause cracking.

Setting Bed: Before starting the installation, the concrete slab or fill surface must be cleaned to remove soil and loose mortar. Dry or dusty concrete surfaces must be wet down or washed and excess water removed just prior to the application of setting bed. Immediately prior to placing the setting bed apply a slurry bond coat of approved Setting Adhesive. The bedding course must be placed, screeded and shaped upon the concrete base, its finished depth must be as shown on the detail drawings and at correct depth to achieve required grades. The bedding must be shaped to a true surface. The surface must be parallel with surface of finished granite paving band. The surface must be formed by means of template or striking board (12' X 2" X 6" board). The bed must then be struck off until proper alignment is secured. The area of bedding placed in any workday must be scheduled so that no bedding course remains at the end of the day without stone installed. After final shaping, the bedding course must not be disturbed prior to laying the stone.

Stone Setting, General: Wet stones thoroughly before setting and set stones before initial mortar set occurs. Do not set stone on dry mortar bed.

Apply slurry bond coat of approved Setting Adhesive to dry setting bed with a flat trowel according to manufacturer's directions. Apply skim coat of same slurry grout to underside of stones immediately before placement. Do not allow slurry to contact exposed surfaces of stone. After each section is laid, the entire area must be beaten with a wooden block to produce a level surface and to embed the units in the mortar. Beating must be done before mortar takes an initial set. Paving must be laid in such a manner that units will not come loose from the effects of frost or water seepage.

Pavement areas must be laid such that changes in slope must be gradual. The intent of the grading and layout are to minimize instances where differential slopes result in instances where abutting stone pieces cannot be laid flush along joints. However, where differential condition occurs in excess of 1/16" variance in height or greater, the Contractor must grind horizontal surfaces to eliminate differential, extending grinding as necessary to eliminate differential, as determined by the Engineer. The Contractor must then flame ground areas to match surrounding pavement finish. Cutting of stone pieces on lines other than joints indicated on Contract Drawings must not be done without the written consent of the Engineer and approved layout of such additional joints.

For all granite installation, grout joints must be installed with approved material in accordance with manufacturer instructions. Grout joints as soon as possible after curing of setting bed to requirements of grout manufacturer's instructions. Employ all methods necessary to prevent dirt or other debris to enter ungrouted joints. If dirt or debris of any kind enters ungrouted joints despite these measures, clean joints completely according to grout manufacturer requirements before proceeding to grout installation. Prior to installing grout, mask off exposed granite surfaces as necessary to prevent contact with grout. Force grout into joints, taking care not to smear grout on adjoining exposed stone surfaces. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer. Tool joints, when pointing mortar is

thumbprint hard, with a smooth jointing tool to produce slightly concave profile. Cure grout as recommended by manufacturer.

Provide caulk joints when meeting adjacent vertical elements, at expansion joints, where shown on Contract Drawings, and where required to prevent stone cracking.

Caulk/Expansion Joints: Keep sealant joints free of dirt, debris, mortar, and other rigid materials. Caulk joints must be finished cleanly per approved sample installation, with slightly concave section. Joints must be one-quarter (1/4") inch in width unless otherwise specified on the Contract drawings. Expansion joints must be filled with non-extruding premolded joint filler to within 3/4" of the pavement surface. All caulk and expansion joints must then be filled with two-part urethane sealant over a foam backer rod. Sealant to be of an approved color to match surface of pavement in wetted condition, or other color as directed by the Engineer in consultation with the City's Landscape Architect. Prepare joints and apply sealants of type and at locations indicated to comply with applicable requirements of the sealant manufacturer's instructions.

Include all field cutting, drilling, and fitting of stonework not performed in the shop and required to accommodate the work of other trades or contracts. In cutting and fitting, carefully cut and grind edges to a neat tight fit. Do cutting in such manner so as not to impair strength or appearance of stone.

Use physical templates for all cutting and drilling and obtain required templates from appropriate trades.

(C) INSTALLATION TOLERANCES: Variation from true horizontal alignment or curvature: Do not exceed 1/8".

Variation from Level, Slope, and Grade: For grades, slopes, level conditions, and other conspicuous lines indicated, surfaces must be true to grade, slope, and line indicated within 1/8" in any 20'.

Variation in Cross-Sectional Dimensions: For thickness of walls and other conditions from dimensions shown, do not exceed minus 1/8", nor plus 1/8".

Offset at Joints: Do not exceed plus or minus 1/16".

Tolerances must not be accumulative.

(D) PROTECTION: Prevent materials used for installing work of this Section from staining or damaging the exposed surfaces of stone units or the exposed surfaces of the adjoining construction. Immediately remove mortar, grout, wax, or other detrimental materials from exposed surfaces of stone or adjoining construction. After installation, protect stonework from damage during subsequent construction activities.

(E) CLEANING AND REPAIRING: At Completion of Work, replace defective, broken, or damaged stone units installed as work of this Section. Unfilled or defective joints must

be properly repaired. After completion of any repair work, clean exposed surfaces of all stone units installed as work of this Section with clean water and stiff fiber brushes until all dirt, stains, efflorescence, mortar, and other defacements are removed. Use cleaner and procedures recommended by stone quarry and stone fabricating company. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning operations.

9.95G.6. MEASUREMENT

The quantity of Granite Paving Bands to be measured for payment must be the number of square feet of granite paving bands actually installed on setting bed with joints as indicated on the Contract Drawings, to the satisfaction of the Engineer.

9.95G.7. PRICES TO COVER

The contract price for Granite Paving Bands per square foot must cover that cost of all labor, materials, fabrication, equipment, insurance, and necessary incidentals required and completing the work.

Payment will be made under:

Item No.	Description	Pay Unit
9.95 GPB	GRANITE PAVING BANDS	S.F.

SECTION HW-900H
Allowance for City Work Acceleration

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods, but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

- A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
- B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
- C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work must be paid for under this item in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

Payment made under this Fixed Sum item must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to ensure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No.	Description	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

SECTION NYCT-7A

Membrane Waterproofing

NYCT-7A.1. GENERAL REQUIREMENTS

1.1. SCOPE OF WORK

The Contractor must furnish all labor, materials, tools and equipment, and perform all operations necessary for Membrane Waterproofing Work as indicated on the Contract Drawings and as specified herein.

1.2. DESCRIPTION

Membrane Waterproofing, except as otherwise specified herein, must consist of a membrane of minimum three layers of treated fiberglass fabric mopped with asphalt, applied to the structure as indicated on the Contract Drawings. Where required free drainage must be provided by pipe drains, hollow tile, or broken stone.

1.3. APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

American Concrete Institute, ACI 515.1R-79 (Revised 1985) - A Guide to the Use of Waterproofing, Dampproofing, Protective, and Decorative Barrier Systems for concrete.

Department of the Army, Corps of Engineers Guide Specification for Military Construction CEGS-07112/1985-Bituminous Waterproofing.

Department of the Navy, Naval Facilities Engineering Command, Construction Engineering Handbook NAVFACP-455, Book 7 Moisture Protection

ASTM D1668: Standard Specification for Glass Fabrics (Woven and Treated) for Roofing and Waterproofing

ASTM D5035: Standard Test Methods for Breaking Force And Elongation Of Textile Fabrics.

ASTM D41: Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing

ASTM D449: Standard Specification for Asphalt Used in Dampproofing and Waterproofing

The N.R.C.A. Waterproofing Manual

ASTM D6506: Standard Specification for Asphalt Based Protection Board for Below-Grade Waterproofing.

1.4. CERTIFICATION OF COMPLIANCE

The Contractor must obtain certification of compliance with specification requirements prior to delivery and installation.

1.5. COMPETENT WORKMEN

The Contractor will be required to demonstrate that he has the necessary skill and experience required to perform Work of this nature. Only competent persons, skilled in this kind of Work must be employed to apply the asphaltic compound.

1.6. SAFETY PRECAUTIONS

The Contractor must control workmen exposure to asphalt fumes in the Work Site by adhering to the recommendations developed by the National Institute for Occupational Safety and Health (NIOSH) and outlined in the Publication "A Recommended Standard for Occupational Exposure to Asphalt Fumes."

1.7. SCHEDULE OF OPERATIONS

The Contractor must maintain for the inspection of the Engineer the schedule of operations.

1.8. APPLICABLE VOC REGULATIONS

All Waterproofing materials including primer must be in compliance with applicable Federal, State and Local VOC regulations.

1.9. LIMITATION

Waterproofing Membrane must not be used where soil is contaminated with oil.

1.10. MANUFACTURER'S INSTRUCTIONS

The Contractor must maintain the copy of manufacturer's installation instructions for the inspection of the Engineer, prior to delivery of materials to the Site.

1.11. DEFINITION OF PLY

Except as otherwise specifically provided in Paragraph 3.1, the term "ply" as used in this section must mean a layer of treated fiberglass fabric, both sides of which must be coated with asphalt at the time of laying as specified herein.

1.12. NUMBER OF PLIES

The number of plies of Membrane Waterproofing must be as indicated on the Contract Drawings.

1.13. SUBMITTALS

The submittals required for the Engineer's/Designer's approval must be as set forth in the Specifications and may also be indicated in the submittal table at the end of this section for the Contractor's convenience. Other items and/or submittals required to indicate conformance with the Contract Documents must be available for Engineer's inspection.

NYCT-7A.2. MATERIALS

2.1. GENERAL

Materials must be delivered to the Site in the manufacturer's sealed containers, marked with the manufacturer's name and brand indicating the grade and quality of the materials.

Materials showing evidence of damage, deterioration, or having been opened will be rejected.

Rejected materials must be removed from the Site before the application of Membrane Waterproofing is started.

Materials must be stored so that they will not be subject to physical damage or contamination. These materials must be protected from oils, greases, waxes and solvents.

2.2. MATERIAL PROPERTIES

2.2.1. Fabric Requirements

The fabric to be used must be a fiberglass asphalt treated fabric conforming to ASTM D1668, Type I which must have been treated before being brought to the Site. The untreated fabric must weigh not less than 1.4 ounces per square yard, which when treated must weigh not less than 2.0 ounces per square yard. The thread count must be between 20 and 24 per linear inch in each direction. The strength of the fabric must not be less than 75 pounds in either direction by the Strip Method (ASTM D5035).

The material used in treating the fabric must have the same general characteristics as that used in cementing the layers on the work. The melting point of the asphalt used for treating fabric must be between 135 degrees and 170 degrees Fahrenheit.

2.2.2. Asphalt Primer Requirements

The waterproofing system must be used with a cold applied primer conforming to ASTM D41.

2.2.3. Asphalt Requirements.

Asphalt for subway waterproofing must consist of fluxed natural asphalt, or asphalt prepared by the careful steam distillation of asphaltic petroleum, or by the careful steam distillation and air-blowing of asphaltic petroleum conforming to ASTM D449. The samples of asphalt, the materials used in its preparation, and the documents related to the method of manufacture must be maintained for the inspection of the Engineer.

The asphalt must comply with the following requirements:

1. The melting point of fluxed natural asphalt must be between 115 degrees and 140 degrees Fahrenheit, as determined by the Ring and Ball method. The melting point of steam distilled asphalt must be between 125 degrees and 140 degrees Fahrenheit as determined by the Ring and Ball method. The melting point of steam-distilled and airblown asphalt must be between 125 and 140 degrees Fahrenheit as determined by the Ring and Ball method.
2. The consistency of the asphalt must be determined by the penetration, which must be between 50 and 100 at 77 degrees Fahrenheit, and not less than 5 at 32 degrees Fahrenheit. Penetration must be the depth of penetration in hundredths of a centimeter of a No. 2 cambric needle. At 77 degrees Fahrenheit, the needle must be weighted to 100 grams and must act for 5 seconds. At 32 degrees Fahrenheit the needle must be weighted to 200 grams and must act for one minute.
3. A briquette of the asphalt of cross-section of one square centimeter must have ductility of not less than 30 centimeters at 77 degrees Fahrenheit, the material being elongated at the rate of 5 centimeters per minute.
4. The specific gravity of the asphalt must be not less than 1.00 at 77 degrees Fahrenheit.
5. Fluxed natural asphalt must be not less than ninety-five percent soluble in cold carbon disulphide. Steam-distilled asphalt must be not less than 99 percent soluble in cold carbon disulphide. Steam-distilled and airblown asphalt must be not less than 99 percent soluble in cold carbon disulphide.
6. When a fifty-gram sample of the asphalt is heated for 5 hours at a temperature of 325 degrees Fahrenheit in a tin box approximately 2-3/16 inches in diameter it must not lose over one percent by weight.
7. The penetration of the residue of the asphalt at 77 degrees Fahrenheit after heating as specified in the preceding paragraph must be not less than 60 percent of the original penetration.

2.2.4. Waterproofing Protection Board.

Waterproofing protection must be 1/4-inch-thick asphalt-impregnated glass fiber rigid board.

2.2.5. Asphalt Mastic Waterproofing.

Where indicated on the Contract Drawings, asphalt mastic of the quality specified in Paragraph 2.2.3 ASPHALT REQUIREMENTS must be used.

NYCT-7A.3. CONSTRUCTION METHODS

3.1. PREPARATION OF SURFACE

The asphalt primer must be applied to a dry substrate and in no case must it be applied until at least 7 days after concrete placement, or longer if so recommended by the manufacturer.

The membrane must be applied when the weather is dry and the temperature in the shade is above 40 degrees F (degrees C).

The substrate must be free of dust, oil, grease and loose, weak and unsound materials. In order to ensure a suitable surface, one of the following blast cleaning methods must be used: dry sandblasting, wet sandblasting, high-pressure water jetting.

All projections must be removed, and all voids made smooth by applying a bed of mortar to the existing concrete.

Bevels and fillets must be provided where surfaces intersect.

3.2. APPLICATION

3.2.1. Heating.

The kettles in which the asphalt is heated on the Site must be equipped with thermometers.

The asphalt must be heated to a temperature of approximately 250 degrees Fahrenheit, but in no case must asphalt be heated to a temperature of more than 350 degrees Fahrenheit. Asphalt heated above 350 degrees Fahrenheit must not be used in the Work.

The fuel for heating the asphalt must be as nearly as practicable non-smoke-producing. Depending upon local conditions, portable or non-portable heating containers may be used.

3.2.2. Membrane Waterproofing; How Laid.

The membrane waterproofing must not be laid unless concrete is cured for seven days. On smooth surfaces there must be spread hot melted asphalt in a uniformly thick layer; on this layer of asphalt must be laid a treated fiberglass fabric; this process must be repeated until such number of layers as indicated on the Contract Drawings have been placed and a final coat of asphalt must then be applied. Waterproofing must not be applied if frothing or bubbling occurs when hot asphalt is applied to the surface. Flat asphalt must stick tightly to the surface.

The fabric must be rolled out into the asphalt while the asphalt is still hot and pressed against the asphalt so as to ensure the fabric being completely stuck over its entire surface and free from air pockets.

To prevent cooling of the asphalt, only an area of the size to be determined by trial must be mopped before rolling the fabric into place.

Asphaltic Waterproofing must be laid over compatible Waterproofing type. If the Waterproofing types are not compatible, metal flashing must be used to physically separate two incompatible types.

Special care must be taken to lay Waterproofing Membrane over vertical surface during warm weather. Concrete must be placed as soon as possible. Waterproofing which has sagged or cracked due to water build-up must be replaced. When the structural wall or slab is placed against Waterproofing, special efforts are needed to avoid honeycomb in the concrete.

3.2.3. Asphalt to Completely Cover Surface.

Each layer of asphalt must completely and entirely cover the surface on which it is spread without cracks or blowholes.

3.2.4. Joints.

Membrane waterproofing must be so laid that at any cross-section through the fabric there must be at least the full number of plies required. In order to ensure this result, there must be an overlap of at least two inches at the ends and edges of each strip of fabric. The joints must be staggered between plies.

All joints in membrane waterproofing not laid in a continuous operation must be lapped so as to secure a full lap of at least one foot at the ends and edges.

In joining membrane waterproofing to asphaltic waterproofing in place, the surfaces of the waterproofing in place must be cleaned and heated before joining the new waterproofing to that previously laid.

3.2.5. Leaks to be Stopped.

Any membrane waterproofing that is found to leak at any time prior to the completion of the Work and final acceptance thereof by the NYCT must be made watertight and any masonry, to which membrane waterproofing is not applied, that is found to leak at any time prior to the completion of the Work and final acceptance thereof must be made watertight. In order to make the masonry watertight, portions must be cut out and replaced if necessary, or the Contractor must use such other means as may be required to make the masonry or membrane waterproofing watertight. In exceptional cases, leaks may be diverted or otherwise disposed of.

3.2.6. Use of Asphalt Mastic.

Asphalt mastic must be, poured in place, for seals between existing and new waterproofing.

3.2.7. Precautions after Laying Membrane Waterproofing.

When concrete is laid against the membrane waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the asphalt. The concrete must be placed as soon as practicable after the membrane waterproofing is laid. No loads must be placed upon exposed membrane waterproofing and no walking over or working upon exposed membrane waterproofing will be allowed.

Where membrane waterproofing is applied to concrete of inverts, said waterproofing must be protected with a one-inch thick mortar (or pea gravel aggregate concrete) layer, which must be placed on top of the waterproofing within 24 hours after installation of waterproofing. The mortar layer must not be placed until waterproofing has been inspected. Mortar protection must be omitted if a structural slab is placed within 24 hours after installation of waterproofing.

Waterproofing protection board must be placed over membrane waterproofing if indicated on the Contract Drawings. Such protection must be placed in accordance with manufacturer's recommended procedures. Particular attention is called to the Contractor that the intent is to protect the membrane waterproofing from damage during construction and therefore, the protection must be placed immediately upon completion of the placement of membrane waterproofing and prior to subsequent work that may result in damage thereto.

Waterproofing protection board must be pressed into the final application of asphalt while the asphalt is still hot, with edges of boards brought into moderate contact and joints staggered. Waterproofing protection must be carefully and neatly fitted around pipes and projections and must cover the entire surface of the waterproofing.

3.2.8. Rehabilitation of Waterproofing.

Where protection concrete is removed from an existing structure, extreme care must be taken to ensure that the existing membrane waterproofing is protected and portions that are disturbed or damaged must be patched and repaired by the application of asphalt, fabric or any other materials deemed necessary to restore the membrane waterproofing and provide the surface necessary for proper lapping.

NYCT-7A.4. MEASUREMENT AND PAYMENT

4.1. PAYMENT FOR MEMBRANE WATERPROOFING

Payment for four (4)-ply Membrane Waterproofing will be made at the unit price bid in ITEM NYCT-7A.1, which price must include the cost of all incidental work, labor and materials.

Measurement for Membrane Waterproofing will be made on the basis of area covered and the number of plies used with no account being taken of laps.

At joints where membrane waterproofing having any number of plies is lapped over membrane waterproofing having a different number of plies, payment for membrane waterproofing over the area covered by the overlap will be made under the item for the membrane waterproofing having the greater number of plies, to which the lesser number of plies is joined. In no case will payment be made for the laps of membrane waterproofing.

Payment for 6-ply Membrane Waterproofing ordered to be used when severe water conditions are encountered will be made at 150 per cent of the price stipulated in the BID SCHEDULE for 4-ply membrane waterproofing.

Mortar protection layer and protective concrete for membrane waterproofing in place, as required in Paragraph 3.2.7, precaution after laying membrane waterproofing, will be no separate payment.

4.2. PAYMENT FOR WATERPROOFING PROTECTION BOARD

Payment for Waterproofing Protection Board, complete, in place will be paid for at the unit price bid in ITEM NYCT-7A.2, which price must include the cost of all incidental work, labor and material.

Measurement for Waterproofing Protection Board must be made on the basis of area covered as indicated in the Contract Drawings with no account being taken of laps.

Payment will be made under:

Item No.	Description	Pay Unit
NYCT- 7A.1	MEMBRANE WATERPROOFING	S.F.
NYCT- 7A.2	WATERPROOFING PROTECTION BOARD	S.F.

SECTION PER-BP
Remove and Reinstall Existing Bronze Plaques

PER-BP.1. DESCRIPTION

Under this Section, the Contractor must furnish all materials and labor, equipment, and facilities required to remove, store, and reinstall existing and bronze sidewalk plaques, in accordance with drawings, specifications, and directions of the Engineer. The work does not include provision of concrete for the work, which must be covered under a separate Section. The Contractor will be responsible for all removal, cleaning, repair, modification, and reinstallation of the plaques as necessary for complete installation.

PER-BP.2. MATERIALS

STEEL. Stainless Steel: Must be type 304.

PAINT. Metal Primer: Must be of an approved type.

SETTING BED MATERIAL. Must be a packaged, two-component, shrinkage-free, self-curing, high-strength, cement-based topping screed mortar suitable for horizontal exterior applications, with the following characteristics:

Compressive Strength ASTM C109 – Greater than 6,000 psi

Flexural Strength ASTM C348 – Greater than 1,500 psi

Slant / shear bond strength ASTM C882 – Greater than 1,450 psi

Volume change ASTM C157 - +0.015%

Freeze / thaw resistance ASTM C666-A – 100%

Resistance to de-icing salts ASTM C672 – 0 rating, no scaling

Permeability to chlorides ASTM C 1202 - 100 to 1000 coulombs

CONCRETE BASE SLAB. Must conform to specification for Section 4.04 BPB
CONCRETE BASE FOR PAVERS, THICKNESS AS SPECIFIED, CLASS B-32, except that slab must be poured with top surface poured 4” below finish grade.

PER-BP.3. SUBMITTALS

Follow the procedures in the General Conditions of Section 1.06.31 of the NYC DOT Standard Highway Specifications.

Qualifications: Submit list of completed projects; include project names, addresses, and names of Architects and Owners.

Product Data: Submit product data for setting materials.

Documentation: Prior to starting demolition/removal, submit photographic images of existing plaques as digital photographic files in jpeg format and 8.5"x11" prints. Concurrently submit key plan identifying individual plaques keyed to numbered 8.5" x 11" prints of photos, noting orientation, on base of project topographic survey at the scale of 1" = 10'.

PER-BP.4. METHOD OF CONSTRUCTION

Quality Control: Engage firm(s) who have successfully completed the installation of bronze plaques in pavement surfaces.

Construction Details. Clean surface of existing plaques using water and mild detergent, and dry with paper towels. Using tripod directly over middle of plaque, digitally photograph entirety of each existing plaque before removal, 10mb minimum file size, in daylight without shadow. For each plaque, provide one additional oblique photograph documenting location and orientation.

Mask off top surface of existing metal plaques with heavy-duty duct tape and 1/4" plywood. Sawcut and carefully break up concrete sidewalk surrounding existing plaques using small jackhammer and hand tools. Keep power equipment at safe distance from plaque edge. Remove plaque and carefully detach concrete and setting material from bottom surface, being careful not to damage anchors which may protrude from bottom. Clean concrete from bottom surface with powered wire brush. Reattach or replace anchor bolts with stainless steel bolts of matching size. Where receiving threads are broken or irreparable, carefully tap thickened portion of bottom of plaque to receive additional anchor(s) such that there is at least one anchor located in each quadrant of the plaque.

Plaque must be reinstalled in precise original location, alignment and orientation.

Pour concrete base slab in conformance with specifications for Section 4.04 BPB CONCRETE BASE FOR PAVERS, THICKNESS AS SPECIFIED, CLASS B-32, except that top of slab must be set 4" below finish grade.

After concrete base slab has been poured and cured, drill and install stainless steel anchor dowels in base slab extending minimum 1.5" above and below the base slab surface, and set with non-shrink epoxy grout. Form raised setting bed to precise elevation and slope necessary to set surface of plaque flush with finish grade of concrete sidewalk, at exact footprint size of plaque.

Verify that surface of concrete base slab is completely clean. Following manufacturer instructions, apply a slurry bond coat of the topping cement before installing the topping cement. Install topping cement and screed to required elevation. Immediately apply a slurry bond coat to the surface of the cement and set plaque while supporting the plaque at required elevation and slope. Gently tap surface of plaque with wooden mallet to insure adherence.

Allow cement cure per manufacturer instructions before installing concrete pavement around the plaque. Protect plaque surface with duct tape and plywood through remainder of construction period as necessary. Remove protection and clean with mild

cleaning compounds that contain no caustic or hard filler or abrasives to completely remove residue of duct tape.

Protection: The Contractor must protect the work and keep it in first class condition until the completion of his operation at the site. Any work which is damaged at any time previous to the final acceptance of the work must be removed and replaced at the Contractor's expense, including provision of replacement granite.

PER-BP.5. MEASUREMENT

The quantity measured for payment must be the number of Existing Bronze Plaques actually reinstalled, to the satisfaction of the Engineer.

PER-BP.6. PRICE TO COVER

The unit price bid per EACH Existing Bronze Plaques, Removed and Reinstalled, must cover the cost of all labor, materials, equipment, insurance, and incidental required including, but not limited to, photography, preparation of submittals, removal, storage and transporting plaque, provision and installation of anchor bolts, and preparing and installing plaque.

Payment will be made under:

Item No.	Description	Pay Unit
PER-BP	REMOVING AND REINSTALLING EXISTING BRONZE PLAQUES	EACH

SECTION PK-25J

Precast Concrete Planter, 72" Round X 30" Height

PK-25J.1. DESCRIPTION

This Section describes the furnishing and installation of precast concrete planters.

(A) Description.

The Contractor must provide labor, materials, equipment and services to perform operations required for complete installation of PRECAST CONCRETE PLANTER, 72" ROUND X 30" HEIGHT and related materials and work as indicated on the drawings and specified herein.

(B) Related Work Specified Elsewhere

1. Section 4.15 PSX Soil Medium Mix
2. Section 4.16 Trees Planted
3. Section 4.17 Shrubs and Groundcover
4. Section 8.32 Bark Chip Mulch

PK-25J.2. MATERIALS

(A) Manufacturers: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the following:

1. Precast Planters: All planters must be model TF103XX as manufactured by:
 - a. Wausau Tile, Inc. (Tectura Design), 9001 Bus. Hwy 51, Rothschild, WI 54474, Tel: 715-359-3121, Fax: 715-355-4627 info@wasautile.com, www.wasautile.com or approved equal manufactured by:
 - b. Concreteworks, 349 Dunhams Corner Road, East Brunswick, New Jersey 08816, Tel: 732-390-9944, Fax: 732-390-4343, www.concreteworks.com
 - c. Dura Art Stone, 1324 Southern Road, Morrow, GA 30260, Tel: 770-980-9550, Fax: 770-960-9535, www.duraartstone.com
 - d. Or other approved equal.
2. Drainage Mat: Mat must be a 1 1/4" thickness molded polyethylene panel with moisture-retention cups and drainage holes intended for green roof applications, as manufactured by:
 - a. American Hydrotech Chicago, IL 60611 (800) 877-6125, or

b. ZinCo, 401 VFW Drive, Rockland, MA 02370, (866) 766-3155; or XeroFlor North America, 757 Third Avenue, 20th floor, New York, New York 10017, (866-335-1151

c. Or approved equal.

3. Drainage Stone: Must be crushed stone conforming to the NYC DOT Standard Specification **Section 2.02**, Type 1-Broken Stone, Grade B, and must be washed and conform to the following gradation:

Sieve Size	Percent Passing (By Weight)
1 inch	100
1/2 inch	90-100
No. 4	0-15

4. Geotextile: Filter fabric material must be furnished in accordance with Section 6.68 of the NYC DOT Standard Highway Specifications.

(B) Fabrication: Must be fabricated from architectural precast concrete including a mixture of high-grade white and gray cements with aggregates of sizes as required for structural strength and selected texture. Portland Cement must conform to ASTM C150 Types I, II, or III. Integral color must be pure mineral oxide, limeproof and non-fading. Aggregates must conform to ASTM C33 with a maximum size of 3/4 inch. Reinforcing steel must conform to ASTM A615. Minimum strength must be 5000 psi at 28 days. Absorption must not exceed 5 percent. Molds must be designed to eliminate any surface imperfections or voids. Planters must be provided with drainage holes and forklifts. Color must W26 Charcoal Weatherstone with light sandblast finish, to the satisfaction of the Engineer. Color and finish must be selected from a full range of standard and custom colors and finishes available from the manufacturer, irrespective of cost.

(C) Exposed Surfaces: Smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped. Appearance must be consistent. Casting seams must blend into finish and must not be identifiable.

(D) Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable.

PK-25J.3. SUBMITTALS

(A) Shop Drawings: Submit fabrication drawings of all precast concrete items showing detailed sections and profile, dimensions of individual components and profiles, material

descriptions, finishes, necessary field-assembly requirements and installation details. Details must show reinforcing and cast in hardware.

(B) Samples: Submit samples for color and texture approval.

1. Size: Not less than 6-inch long linear components and 4-inch square sheet components.
2. Color to be selected from manufacturer's standard offerings.

(C) Material Certificates: For planter materials.

(D) Maintenance Data: For planters; include in maintenance manuals.

(E) Submit a copy of manufacturer's Quality Assurance and procedure Manual.

PK-25J.4. QUALITY ASSURANCE

(A) Manufacturer to be prequalified by Engineer prior to bidding and failure to do so will void bid.

(B) Source Limitations: Obtain all planters through one source from a single manufacturer.

PK-25J.5. METHODS

(A) Examine areas and conditions, with Installer present, for compliance with requirements for correct finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected to the satisfaction of the Engineer.

(B) Planters must be protected from falling, chipping, scratching, staining during storage and transportation. Any damage will be the responsibility of contractor to repair or replace in kind.

(C) Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site furnishings, where required.

(D) Unless otherwise indicated, install planters after paving has been completed.

(E) Locate planters accurately per site layout drawings, in coordination with planting work.

(G) Install drainage mat as per manufacturer instructions at the bottom of planter. Molded panels must be installed with holes through the dimples on top. Cut panels with a heavy-duty utility knife or small toothed saw as necessary to cover the base of the planter.

(H) Drainage stone must be laid over the drainage mat as shown in the drawings.

(I) Geotextile layer must be laid over the drainage stone. This filter fabric material must be furnished and installed in accordance with Section 6.68 of the NYC DOT Standard Highway Specifications. Enough geotextile material must be left to be drawn up on the interior sides of the planter and completely and securely adhered with suitable adhesive construction tape, 6" below the soil level of the planter. The system must be protected from damage before and during installation of soil medium and plantings.

(J) Fill and plant planters after acceptance of locations. Installation of soil must be in accordance with **Section 4.15 PSX** and planting material must conform to the drawings and approved by the Engineer.

(K) After completing installation, remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component. Upon completion, the work must be ready for final inspection and acceptance by the Engineer.

PK-25J.6. MEASUREMENT

The quantity to be measured for payment must be number of planters installed on site to the satisfaction of the Engineer.

PK-25J.7. PRICE TO COVER

The contract price for Precast Concrete Planters must be a unit price per each planter and must cover the cost of all labor, materials, inspection, insurance and incidentals required to complete the work.

No separate payment will be made for replacement planters that the Contractor must acquire as a result of damage to planters due to delivery, storage, or handling.

Payment will be made under:

Item No.	Description	Pay Unit
PK-25J	PRECAST CONCRETE PLANTER, 72" DIA.	EA

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

- (A) GENERAL PROVISIONS**
 - (B) HIGHWAY PROJECT SPECIFIC PROVISIONS**
 - (C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS**
 - (D) GREEN INFRASTRUCTURE PROVISIONS**
-

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

TABLE OF CONTENTS

(A) GENERAL PROVISIONS

ARTICLE	DESCRIPTION	PAGE NO.
A	LINES AND GRADES	S-1
B	SPECIFIC TRAFFIC STIPULATIONS	S-1
C	HOLIDAYS CONSTRUCTION EMBARGO	S-1
D	CONTRACT ITEMS THAT INCLUDE BACKFILL AS PART OF THEIR WORK	S-2
E	ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES	S-2
F	DISPOSAL OF EXCESS EXCAVATED MATERIAL	S-2
G	NO EXTENSIONS OF TIME FOR WINTER SHUT-DOWN	S-2
H	PRIVATE UTILITY HARDWARE ADJUSTMENTS	S-2
I	SURVEY MONUMENTS	S-2
J	RESTORATION OF ADJACENT AREAS	S-2
K	THE CONTRACTOR IS NOTIFIED	S-3
L	FUEL COST	S-3
M	NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS	S-3
N	START OF CONTRACT WORK	S-4
O	VIBRATORY ROLLERS	S-4
P	N.Y.C. TRANSIT INSURANCE	S-4
Q	STANDARD WORKING HOURS	S-7
R	TREE BARRIERS	S-7
S	UTILITIES	S-7
T	HOUSE CONNECTIONS	S-7
U	VICTAULIC STYLE 77 COUPLING	S-7
V	STREET LIGHT AND TRAFFIC SIGNAL	S-7

ARTICLE	DESCRIPTION	PAGE NO.
W	SAW CUT	S-7
X	PRE-CONSTRUCTION STAGE	S-8
Y	EXISTING SEWERS. WATER AND APPURTENANCE	S-8
Z	RECONNECTING EXISTING SEWERS TO NEW MANHOLES	S-8
AA	VIBRATION MONITORING	S-8
AB	THE CONTRACTOR IS ADVISED	S-8
AC	“AS-BUILT” DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER	S-9
AD	THE CONTRACTOR IS ADVISED	S-10
AE	NO ADDITIONAL PAYMENT	S-10
AF	SHEETING AND EXCAVATION AT TRANSIT FACILITIES	S-10
AG	PAYMENT FOR PAVEMENT MARKINGS	S-10
AH	ARCHAEOLOGICAL DISCOVERIES	S-11
AI	USE OF CITY WATER	S-12
AJ	PUBLIC DISSEMINATION OF INFORMATION.	S-12
AK	PRICES TO INCLUDES-12
Attachment 1	Pavement Markings Conversion Table	S-13
Attachment 2	Typical Pavement Markings	S-16

(B) HIGHWAY SPECIAL PROVISIONS (JOB SPECIFIC)

PROVISIONS

ARTICLE	DESCRIPTION	PAGE NO.
1	OCMC	S-17

(C) SEWER AND WATERMAIN SPECIAL PROVISIONS (JOB SPECIFIC)

PROVISIONS

ARTICLE	DESCRIPTION	PAGE NO.
1	EXISTING SEWERS, MANHOLES, ETC.	S-21
2	RECONNECT ALL REMAINING PIPES TO PROPOSED MANHOLES	S-21
3	RECONNECT HOUSE DRAINS	S-21
4	PAVEMENT RESTORATION	S-21

DRAWINGS

SKETCH	DESCRIPTION	PAGE NO.
1-2	TYPES OF PAVEMENTS RESTORATION	S-22

(D) GREEN INFRASTRUCTURE SPECIAL PROVISIONS (JOB SPECIFIC)

(NO TEXT)

(NO TEXT ON THIS PAGE)

(A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

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.

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

* 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>

Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. 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.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

G. 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.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 AB-S at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

K. THE CONTRACTOR IS NOTIFIED that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land, the contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the contractor shall notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the contractor's responsibility to coordinate with Parks via email at interagency@parks.nyc.gov to establish whether Construction Permits are required for the contract scope of work.

3. The contractor shall will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The contractor shall obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks' jurisdiction. The Construction Permit application is found online at <https://www.nycgovparks.org/permits/construction>.

5. When no Construction Permit is required, the contractor shall must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the contractor to restore and repair

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications

(DOITT) at <http://maps.nyc.gov/doitt/nycitymap/>. However, the map is not exhaustive, and contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer. The owner of any utility line of undetermined ownership that enters a city parkland or Greenstreet will also be notified by contacting interagency@parks.nyc.gov.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue operations until service is restored, unless otherwise directed by the Engineer. All corrective utility work shall be acceptable to the engineer and the subject utility owner.

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. VIBRATORY ROLLERS. For Federal Highway Administration (FHWA) project the use of vibratory rollers is prohibited within the project limits.

[ARTICLE "P" IS ONLY APPLICABLE WHEN WORKING NEAR OR AT MTA FACILITIES]

P. 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 will maintain at all times during the period of performance under this Agreement policies of insurance as herein 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 using the following link

<https://us.marketplace.asite.com/marketplace/main/detail/28/1/1/5512158/forms>

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 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.

Q. STANDARD WORKING HOURS: Standard working hours are 7:00 A.M. and 6:00 P.M., Monday through Friday. Work performed outside the standard working hours must be pre-approved by DDC.

R. TREE BARRIERS. 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.

Price of the tree barriers must be deemed included in the in the unit prices bid for all scheduled items.

S. UTILITIES. 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.

T. HOUSE CONNECTIONS. 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.

U. VICTAULIC STYLE 77 COUPLING. The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

V. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting 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 and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

W. SAW CUT. 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.

X. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the

Notice To Proceed date. During this stage the contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

Y. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exist sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor shall exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor may be restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor shall make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair shall be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

Z. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes shall be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer shall be deemed included in the prices bid for all items of work. No additional payment shall be made.

***[ARTICLE "AA" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING
ITEM NO. 76.31 IS IN THE BID SCHEDULE]***

AA. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

AB. 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.

[ARTICLE "AC" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER]

AC. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for substantial completion for each Capital Project under Article 44 of the Contract, the Contractor shall furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor shall prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings shall be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor shall prepare the "As-Built" drawings on AutoCAD and shall provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's shall conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar shall be 3-mil in thickness.

2. The "As-Built" drawings shall include but not be limited to the following guidelines summarized below:

(a) Drawings shall consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing shall contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.

(c) The drawings shall include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- "new" curb lines and widths;
- water main center line measured off the "new" curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used shall be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;

- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting “As-Built” approved drawings shall be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AD. THE CONTRACTOR IS ADVISED that NYCDOT Standard Drawing number H-1011 dated 7/1/10, SIDEWALK PEDESTRIAN RAMPS is no longer to be used for the purpose of determining geometry, dimensions, and tolerances for the construction of sidewalk ramps. NYSDOT Standard Sheet 608-01 (Pedestrian Facilities) must be used for determining geometry, dimensions, and tolerances for the construction of sidewalk ramps, except that Type 8 must not be used. All requirements of the NYCDOT Standard Highway Specifications will still apply; this does not mandate or allow the use of any NYSDOT Standard Specifications as an alternate unless specifically called for in the contract documents.

NYSDOT Standard Sheet 608-01 is available at the following link:

<https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us>

AE. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction shall be replaced in kind to the satisfaction of the Engineer. The cost of such work shall be deemed included in the prices bid for all contract items of work and no additional or separate payment shall be made.

AF. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor shall exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor’s operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities 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 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.

[ARTICLE “AG” IS ONLY APPLICABLE IF PAVEMENT MARKING ITEMS LIKE ITEM NUMBERS 6.44, 6.44CST, 6.49 ETC., ARE IN THE BID SCHEDULE]

AG. PAYMENT FOR PAVEMENT MARKINGS Pavement Markings such as those detailed in the Pavement Markings Conversion Table attached herein and shown on the Typical Pavement Markings word messages attached herein Attachment 1 and Attachment 2, will be payable in quantities of LF (Linear Feet).

**[ARTICLE "AH" IS ONLY APPLICABLE IF ITEMS ITEM NO. HW-908 FOR
ARCHAEOLOGICAL DISCOVERIES IS IN THE BID SCHEDULE]**

AH. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist shall be notified in advance and shall be present on site during sub-surface excavations as he deems necessary. The City's Archaeologist shall be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered. For the purpose of evaluating and recording archaeological resources, the City's Archaeologist shall be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) shall be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it shall be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AI. USE OF CITY WATER. Please refer to page 15 of NYCDOT STANDARD SPECIFICATIONS (August 1, 2015), VOLUME I OF II under GENERAL CONDITIONS, Sub Section 1.06.23: Rules, Laws, and Requirements; (A) PERMITS.

AJ. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor shall not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents shall notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor shall return to the Commissioner any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in the Contract Documents.

AK. 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.

Attachment 1: Pavement Markings Conversion Table

<i>Symbol</i>	<i>Area (in²)</i>	<i>Area (Feet²)</i>	<i>4" w Tape (LF)</i>	<i>Use (LF)</i>
STOP	3786	26.29	79.67	85
BUMP	5711	39.66	120.18	125
TAXI	3431	23.83	72.2	75
ONLY	3427	23.8	72.12	75
HUMP	5476	38.06	115.24	120
BUS	3628	25.19	76.33	80
SIGNAL	5658	39.29	119.07	125
YIELD	4563	31.69	96.03	100
AHEAD	5882	40.85	123.79	125
TAXI ONLY	6858	47.63	144.32	150
TAXI	3431	23.83	72.2	75
ONLY	3427	23.8	72.12	75
SCHOOL X-ING	11680	81.11	245.79	255
SCHOOL	5674	39.4	119.4	125
X-ING	6006	41.71	126.39	130
FINE LANE	8846	61.43	186.17	195
FIRE	4089	28.4	86.06	90
LANE	4757	33.03	100.11	105
KEEP AREA CLEAR	13726	95.32	288.84	305
KEEP	4205	29.2	88.49	95
AREA	4478	31.1	94.23	100
CLEAR	5043	35.02	106.12	110
TUNNEL ONLY	9204	63.92	193.69	200
TUNNEL	5767	40.05	121.36	125
ONLY	3437	23.87	72.33	75

<i>Symbol</i>	<i>Area (in²)</i>	<i>Area (Feet²)</i>	<i>4" w Tape (LF)</i>	<i>Use (LF)</i>
KEEP CLEAR	9248	64.22	194.61	205
KEEP	4205	29.2	88.49	95
CLEAR	5043	35.02	106.12	110
BICYCLE TRAIL	741	5.15	15.59	20
BICYCLE LANE	494	3.43	10.4	15
BIKE LANE ARROW	328	2.28	6.9	10
HOV LANE DIAMOND	1403	9.74	29.52	35
SKATER SYMBOL	539	3.74	11.34	15
PEDESTRIAN SYMBOL	980	6.81	20.62	25
<i>YIELD AHEAD TRIANGLE</i>				
45 MPH or GREATER	1315	9.13	27.67	30
LESS THAN 45 MPH	932	6.47	19.61	25
<i>YIELD LINE LAYOUT</i>				
LARGE (4)	432	3	9.1	40
SMALL (6)	108	0.75	2.27	18
STRAIGHT ONLY	1772	12.31	37.29	40
LEFT ONLY	2224	15.44	46.8	50
RIGHT ONLY	2224	15.44	46.8	50
STRAIGHT AND LEFT ONLY	4117	28.59	86.64	90
STRAIGHT AND RIGHT ONLY	4117	28.59	86.64	90
WRONG-WAY ARROW	4121	28.62	86.72	90
SPECIAL PAVEMENT ARROW	1837	12.76	38.66	40

<i>Symbol</i>	<i>Area (in²)</i>	<i>Area (Feet²)</i>	<i>4" w Tape (LF)</i>	<i>Use (LF)</i>
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ELONGATED HIGHWAY
ARROWS

STRAIGHT AND LEFT ONLY	4580	31.81	96.38	100
STRAIGHT AND RIGHT ONLY	4580	31.81	96.38	100
STRAIGHT ONLY	1852	12.86	38.97	40

LEFT AND RIGHT ONLY	1783	12.38	37.52	40
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Attachment 2: Typical Pavement Markings

STOP
 WORD MESSAGE "STOP"
 ACCOMPANIED BY SIGN R1-1
 USE 85 LF
 A=3786 in²
 A=26 SFT
 4" w TAPE=79.67 LF

SCHOOL X-ING
 WORD MESSAGE "SCHOOL X-ING"
 ACCOMPANIED BY SIGNS: W9-2, SW-577, SW-580
 USE 125 LF
 A=5674 in²
 A=39.40 SFT
 4" w TAPE=119.39 LF

TAXI
 WORD MESSAGE "TAXI"
 USE 75 LF
 A=3431 in²
 A=23.83 SFT
 4" w TAPE=72.20 LF

KEEP CLEAR
 WORD MESSAGE "KEEP CLEAR"
 USE 95 LF
 A=4205 in²
 A=29.20 SFT
 4" w TAPE=88.49 LF

TUNNEL ONLY
 WORD MESSAGE "TUNNEL ONLY"
 USE 125 LF
 A=5767 in²
 A=40.05 SFT
 4" w TAPE=121.36 LF

BUS
 WORD MESSAGE "BUS"
 USE 80 LF
 A=3628 in²
 A=25.19 SFT
 4" w TAPE=76.33 LF

SIGNAL
 WORD MESSAGE "SIGNAL"
 USE 120 LF
 A=5658 in²
 A=39.29 SFT
 4" w TAPE=119.07 LF

HUMP
 WORD MESSAGE "HUMP"
 USE 120 LF
 A=5476 in²
 A=38.03 SFT
 4" w TAPE=115.24 LF

BUMP
 WORD MESSAGE "BUMP"
 ACCOMPANIED BY SIGNS: SW-479, SW-608, SW-609
 USE 125 LF
 A=5711 in²
 A=39.66 SFT
 4" w TAPE=120.18 LF

PEDESTRIAN MESSAGE
 PEDESTRIAN MESSAGE
 USE 110 LF
 A=5043 in²
 A=35.02 SFT
 4" w TAPE=106.12 LF

FIRE LANE
 WORD MESSAGE "FIRE LANE"
 USE 90 LF
 A=4089 in²
 A=28.40 SFT
 4" w TAPE=86.06 LF

REVISIONS

DATE	REVISION	DESCRIPTION

(B) HIGHWAY SPECIAL PROVISIONS (JOB SPECIFIC)



Department of Transportation

POLLY TROTTEBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

November 23, 2020

OCMC FILE NO: MEC-20-624
CONTRACT NO: HWPLZ015M
PROJECT: PERSHING SQUARE EAST RECONSTRUCTION

LOCATION(S): EAST 42 STREET BETWEEN VANDERBILT AVENUE AND LEXINGTON AVENUE,
EAST 41 STREET BETWEEN MADISON AVENUE AND LEXINGTON AVENUE,
PARK AVENUE EAST BETWEEN EAST 41 STREET AND EAST 42 STREET, EAST 41ST AT PARK AVENUE

PERMISSION IS HEREBY GRANTED TO THE NYC DEPARTMENT OF DESIGN AND CONSTRUCTION AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

- EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO, SUMMER STREETS** OR ANY OTHER SPECIAL EVENT EMBARGOES AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MAINTENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:
[HTTPS://WWW1.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/BIKE-MPT-GUIDELINES.PDF](https://www1.nyc.gov/html/dot/downloads/pdf/bike-mpt-guidelines.pdf)
- BIKE SHARE STATIONS**: THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- STREET LIGHTS / TRAFFIC SIGNALS**: THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT**: IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
- TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
30-30 Thomson Avenue – 2nd Floor South
Long Island City, NY 11101
T: 212.839.9621 F: 718.391.3631
www.nyc.gov/dot

12. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
13. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:
[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTION.S.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)
14. **ENHANCED MITIGATIONS**
 - o **NYPD TRAFFIC AGENTS** SEE B.1.
 - 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 **VARIABLE MESSAGE SIGNS (VMS)** SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDOT AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
 - o **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
 - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

1. EAST 42 STREET BETWEEN VANDERBILT AVENUE AND LEXINGTON AVENUE

- Work hours shall be as follows: 10PM-6AM NIGHTLY
- OCCUPY EIGHT FEET ADJACENT TO THE SOUTH CURB DURING WORKING HOURS ONLY. THIS IS A RED BUS LANE, COORDINATE WITH NYCT SURFACE OPERATIONS AND NYCDOT TRANSIT DEVELOPMENT BEFORE MOBILIZING.
- MAINTAIN AN 8FT (EIGHT FEET) CLEAR SIDEWALK OR PROTECTED PEDESTRIAN WALKWAY IN ROADWAY DURING WORKING HOURS, WALKWAY MUST MEET NYCDOT SPECIFICATIONS AND BE RAMPED AT ENTRY TO SIDEWALK FOR HANDICAPPED ACCESSIBILITY
- REMOVE ALL ITEMS AND EQUIPMENT FROM ROADWAY BY 6AM DAILY AND RETURN TO LANE FOR USE BY NYCT SURFACE.
- IF AT ANY POINT DURING THIS CONTRACT 24/7 OCCUPANCY OF RED BUS LANE IS PERMITTED BY NYCDOT OCMC, THEN 4 NYPD AGENTS WILL BE REQUIRED ON POST 6AM-10PM. 24/7 OCCUPANCY IS NOT PERMITTED AT THIS TIME.

2. EAST 41 STREET BETWEEN MADISON AVENUE AND LEXINGTON AVENUE,

**PARK AVENUE BETWEEN EAST 40 STREET AND EAST 41 STREET,
EAST 41ST AT PARK AVENUE INTERSECTION**

- Work hours shall be as follows: WORK 8PM-6AM WEEKNIGHTS, NO WORK FRIDAY SATURDAY AND SUNDAY NIGHTS.
- MAINTAIN 1, 12FT MOVING LANE ON EAST 41 STREET DURING WORKING HOURS
- MAINTAIN 1, 12FT LANE FOR LOCAL AND EMERGENCY ACCESS ON NORTH BOUND PARK AVENUE DURING WORKING HOURS
- DURING WATER MAIN WORK FULL WIDTH OF ROADWAY, INCLUDING INTERSECTIONS, SHALL BE OPENED TO TRAFFIC WHEN SITE IS UNATTENDED. DURING COMPLEX PED RAMP WORK CONTRACTOR MAY OCCUPY 8FT ADJACENT TO CURBLINES 24/7.

- MAINTAIN 5FT CLEAR SIDEWALKS OR PROTECTED PEDESTRIAN WALKWAYS DURING WORKING HOURS
 - DURING COMPLEX PED RAMP WORK THE CONTRACTOR MAY KEEP PROTECTED PEDESTRIAN RAMPS IN 8FT ROADWAY OCCUPANCY 24/7.
3. PARK AVENUE EAST BETWEEN EAST 41 STREET AND EAST 42 STREET,
- Work hours shall be as follows: WORK 24 HOURS A DAY , 7 DAYS A WEEK (24/7)
 - MAINTAIN A FIVE FEET CLEAR SIDEWALK OR PROTECTED PEDESTRIAN WALKWAY.
 - MAINTAIN 12FT CLEAR ROADWAY FOR EMERGENCY VEHICLES. COORDINATE WITH EMERGENCY SERVICES

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
3. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:
 - A. STREET FAIRS / FESTIVALS**
 - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
 - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 - B. RUNNING / WALKING / BIKING EVENTS**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 - C. PARADES**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 - D. MAYORAL EVENTS**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
4. ALL RELOCATION WORK BY THE UTILITIES SUCH AS: CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
5. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
6. THE 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.

7. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
8. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
9. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
10. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
12. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

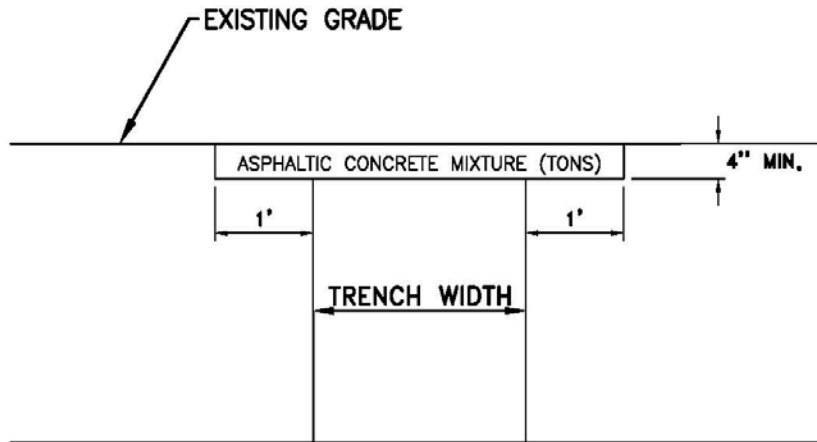
**Electronically signed by JASON BUCCHER 11 /24/2020 at 1pm on behalf of NYCDOT
OCMC- Streets**

JASON BUCCHERI PM
OCMC-STREETS

(C) SEWER AND WATERMAIN SPECIAL PROVISIONS (JOB SPECIFIC)

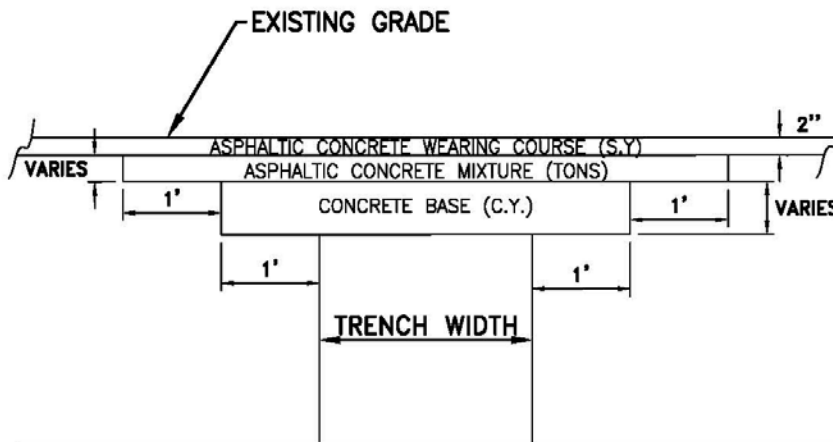
1. EXISTING SEWERS, MANHOLES, ETC. The contractor is advised that at some locations, there presently exist sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of proposed work. The Contractor shall exercise extreme care, minimize the trench width of the proposed sanitary or storm sewers and take all necessary precautions in placing sheeting, installing additional support and during excavation to prevent any damages to the said existing structures while working adjacent to them. The cost of the above work including additional supporting or underpinning design, modification of trench sheeting and all necessary work incidental thereto shall be deemed to be included in the prices bid for all contract items of work. No additional or separate payment shall be made. Any damage to any portion of the said existing structures due to the Contractor's operations shall be repaired by him as directed by the Engineer. The cost for such repair shall be borne by the Contractor solely at his own expense.
2. RECONNECT ALL REMAINING PIPES TO PROPOSED MANHOLES. At some locations as indicated on the contract plans, the Contractor is required to reconnect all existing sewers to proposed manholes in this contract. The said manholes shall be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer shall be deemed included in the prices bid for all items of work. No additional payment shall be made.
3. RECONNECT HOUSE DRAINS. The Contractor is advised that at certain locations within the project limit, all house connection drains for buildings shall be transferred from the existing combined sewers to the new combined sewers. Prior to the start of construction, the Contractor shall perform investigation in order to verify the exact locations of the existing combined sewers and house connection drains requiring transfer to the new combined sewers. The cost of investigation work shall be deemed included in the prices bid for all contract items of work. No additional or separate payment shall be made for this work.
4. PAVEMENT RESTORATION. In trench areas, temporary (sketch 1) and permanent (sketch 2) pavement restoration must follow sketches 1-2 shown on the following page.

TEMPORARY RESTORATION OF PAVEMENT (SKETCH 1)



TEMPORARY PAVEMENT RESTORATION: THE TEMPORARY RESTORATION OVER THE TRENCH WIDTH AND CUTBACKS SHALL CONSIST OF A MINIMUM OF FOUR (4) INCHES OF ASPHALTIC CONCRETE MIXTURE (ITEM 4.02 CB) OVER CLEAN BACKFILL (ITEM 70.81CB).

PERMANENT RESTORATION OF PAVEMENT (SKETCH 2)



PERMANENT PAVEMENT RESTORATION: THE PERMANENT RESTORATION OVER THE TRENCH WIDTH AND CUTBACKS SHALL CONSIST OF TWO (2) INCHES OF ASPHALTIC CONCRETE WEARING COURSE (ITEM 4.02 AF-R) OVER ASPHALTIC CONCRETE MIXTURE (ITEM 4.02 CB) AND CONCRETE BASE (ITEM 4.04H) TO MATCH EXISTING AS DIRECTED AND APPROVED BY ENGINEER.

TYPES OF PAVEMENTS RESTORATION

N.T.S.

(D) GREEN INFRASTRUCTURE SPECIAL PROVISIONS (JOB SPECIFIC)

(NO TEXT)

(NO TEXT ON THIS PAGE)

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated (September 2007) Revised August 2018), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), and Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

NO TEXT ON THIS PAGE

B. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:
Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Peter Gordon, P.E., Chief, Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, (718) 595-4347, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Michael LeFosse / Ghanshyam Patel – Signal / Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799 / (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

(3) N.Y.C. TRANSIT AUTHORITY

- (a) The Contractor shall notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor shall contact:

Mr. Mohamed Adam, P.E.
Project Engineer-Outside Projects
New York City Transit
2 Broadway, 7th Floor
New York, N.Y. 10004
Attention Ms. Alina Avadanei
Telephone No. (646) 252-3641

- (b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements shall be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (2) **Refer** to **Subsection 10.25 - Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s)**, Page I-14:
Add the following to **Subsection 10.25**:

NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

- (3) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWPLZ015M.

- (4) **Refer** to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Page VII-67:
Add the following to **Subsection 71.41.4**:

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWPLZ015M.

C. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

- 1) **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:**, Page 4;
Add the following to **Section 11:**

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:**, Page 5;
Add the following to **Section 13:**

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION
This Section consists of Four (4) pages.

HAZ - PAGES**SPECIFICATIONS FOR HANDLING,
TRANSPORTATION AND DISPOSAL
OF NONHAZARDOUS AND POTENTIALLY
HAZARDOUS CONTAMINATED MATERIALS**

NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

(NO TEXT ON THIS PAGE)

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION, AND DISPOSAL
OF POTENTIAL AND IDENTIFIED
CONTAMINATED AND HAZARDOUS MATERIALS**

Pershing Square East Reconstruction

**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

Project ID: HWPLZ015M

Prepared By:



30-30 Thomson Avenue
Long Island City, New York 11101

November 12, 2020

Notice to Bidders

DISCLAIMER: NO SUBSURFACE CORRIDOR INVESTIGATION DATA (SCI) IS PROVIDED. THE CONTRACTOR IS TO ASSUME THE EXCAVATED SOIL IS CONTAMINATED AND BID ON THE QUANTITIES LISTED. THE CONTRACTOR SHALL USE HIS / HER ENGINEERING JUDGMENT FOR PRICING OF THOSE ITEMS.

Table of Contents

ITEM 8.01 C1 HANDLING, TRANSPORTING, AND DISPOSAL OF NON-HAZARDOUS, CONTAMINATED SOILS.....	HAZ. - 1
ITEM 8.01 C2 IN-SITU AND EX-SITU SOIL SAMPLING AND ANALYSIS FOR WASTE DISPOSAL PARAMETERS.....	HAZ. - 8
ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS	HAZ. - 11
ITEM 8.01 S HEALTH AND SAFETY.....	HAZ. - 17
ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER.....	HAZ. - 22
ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER.....	HAZ. - 28
ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO SEWER.....	HAZ. - 30
ATTACHMENT 2: APPLICABLE REGULATIONS.....	HAZ. - 33
ATTACHMENT 3: DEFINITIONS.....	HAZ. - 36

(NO TEXT ON THIS PAGE)

ITEM 8.01 C1 HANDLING, TRANSPORTING, AND DISPOSAL OF NON-HAZARDOUS, CONTAMINATED SOILS

8.01 C1.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt).

Soil to be excavated can be classified as non-contaminated, contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics.

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375-6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, Restricted Residential SCOs for work areas in parkland, or Residential SCOs for housing projects.
- Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Visual evidence of contamination, such as the presence of staining, discoloration.
- Petroleum and/or chemical odors, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Physical evidence of coal ash, municipal solid waste, construction and demolition debris, or dredged spoils.

Contaminated soils are defined as soils exhibiting one or more of the above characteristics. Contaminated soils must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1 – Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soils.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

This entire specification 8.01 covers the handling, transportation, and disposal of contaminated soils and hazardous soils only. Non-contaminated soil can be reused at the project site, provided it meets other contract requirements. Excess non-contaminated soil becomes the property of the Contractor.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of contaminated soils.

B. Request for Approval of Subcontractors

A subcontractor/subconsultant, such as the independent Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may be subject to sanctions including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Geotechnical Services (OEGS) for review and approval. If the RFAS is denied by OEGS, OEGS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEGS, OEGS will forward the original RFAS package and an approval memo to the DDC ACCO for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with Vendor Exchange System (VENDEX), Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Independent Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01, and perform all field screening, sampling, air monitoring, and other health and safety services. The independent Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated soils. Such experience must include oversight on environmental, specifically volatile organic compounds and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.
3. The independent Environmental Consultant must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value for at least five (5) projects within the last 3 years.

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP). Soil sampling must not be conducted until OEGS has approved the FSP. The Contractor must conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters. The laboratory results must be forwarded to OEGS for review to determine if the soils would be handled and disposed of as contaminated soils or hazardous soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a Material Handling Plan (MHP). The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. For the proposed laboratory for analysis of representative soil samples, provide the following: (a) name, (b) address, (c) telephone number, and (d) New York State Department of Health's (NYSDOH) Environmental Laboratories Accreditation Program (ELAP) status.
4. Identification of the Contractor's proposed waste transporter(s) (hauler). This information must include:
 1. Name and Waste Transporter Permit Number
 2. Address
 3. Name of responsible contact for the waste transporter
 4. Telephone number for the contact
 5. All necessary permit authorizations for each type of waste transported
 6. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or presented by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
 - a. General Information
 1. Facility name and the State 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. The letter must 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.
 6. Unit of measure utilized at disposal facility for costing purposes
- b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor must 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 must be provided. The source and nature of the cause of violation must be stated, if known.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

- A. The Contractor must provide containers as specified in the United State Department of Transportation (USDOT) regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 C1.3 CONSTRUCTION DETAILS

- A. Material Handling
 1. Immediately after excavation of non-hazardous contaminated soil the Contractor must:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or

- b. If interim stockpiling is required, place contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Contaminated soils must be stockpiled separately from uncontaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
 4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
 5. Provide and operate field organic vapor test equipment, a photoionization detector (PID) or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.
- B. Off-Site Transportation to Disposal Facility
1. General
 - a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
 - b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale.
 - c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
 - d. Contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
 - e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.

- f. The Contractor must inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- g. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
- h. The Contractor must provide waste profile forms to OEGS for review and approval before transporting contaminated soil to the approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will 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 must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarps before leaving the project site to prevent generation of airborne dust during hauling.
- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- f. The Contractor must develop, document, and implement a policy for accident prevention.
- g. The Contractor must not combine contaminated materials from other projects with material from this project.
- h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

- a. The Contractor must use only the disposal facility(ies) identified in the approved MHP for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
- b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
- c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.

- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
 - e. The Contractor must 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 must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
4. Equipment and Vehicle Decontamination
- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
 - b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1(3)(B)(1), that are capable of generating load tickets.

8.01 C1.5 PRICE TO COVER

- A. The unit bid price per ton for Item 8.01 C1 must include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil will be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water will 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 will be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

ITEM 8.01 C2 IN-SITU AND EX-SITU SOIL SAMPLING AND ANALYSIS FOR WASTE DISPOSAL PARAMETERS

8.01 C2.1 WORK TO INCLUDE

A. Description

The work will consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as contaminated and/or hazardous soil.

B. Sampling and Laboratory Analysis

1. At least forty-five (45) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit an FSP and an Investigation Health and Safety Plan (Investigation HASP) to OEGS for review and approval, prior to conducting the field sampling. The FSP must include, at a minimum, the following information:

- a. Project information
- b. Description of sample collection methodology for soil to be excavated and soil which appears to contain unknown contaminants based on field observation
- c. Type of analyses
- d. Sample preservation and handling
- e. Training and experience of the personnel who will collect the samples
- f. Equipment Decontamination
- g. Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number
- h. Map of the project area
- i. Sample location plan
- j. Chain of Custody

The Investigation HASP must identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposures to physical, biological, and chemical hazards that may be present in the sampling media. The Investigation HASP must include, at a minimum, the following information:

- a. Project information
 - b. Description of work to be performed
 - c. Names of responsible health and safety personnel
 - d. Worker training
 - e. Job hazard analysis
 - f. Confined Space Entry Plan (if applicable)
 - g. Personal monitoring (if applicable)
 - h. Community Air Monitoring Plan (CAMP, if applicable)

- i. Personnel Protection Equipment (PPE)
 - j. Decontamination
 - k. Safety rules
 - l. Spill prevention and control, dust control, vapor/odor suppression procedures
 - m. Identification of nearest hospital and route
 - n. Emergency Incident Reporting
2. The Contractor's Environmental Consultant must collect one (1) grab and one (1) composite sample per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations must be placed throughout along the project area. For in-situ sampling, each grab soil sample must be collected from either the 6-inch interval above the water table (when encountered) or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. For composite soil sampling, grid sampling must be performed for projects with excavation depth deeper than six (6) feet below grade. Each composite sample must consist of five (5) grab samples collected from various intervals along the depth of excavation at each sampling location. For stockpiled soils, each composite sample must consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums must be collected. Each composite soil sample must consist of one (1) grab sample from each of the 10 drums.
 3. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, materials, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the NYSDEC sampling guidelines and protocols. All sampling must be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.
 4. Each grab and composite sample must be analyzed for all parameters required by disposal facilities accepting contaminated and hazardous soil. .
 5. All sample containers must be marked and identified with legible sample labels, which must 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 must be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.
 6. The Contractor must maintain a bound sample logbook. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, at a minimum, must 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 utilized
 - i. Date sent to laboratory and name of laboratory
7. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2(1)(B)(4), if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described in subsection 8.01 C2(1)(B)(4), as determined by industry laboratory pricing standards.
 8. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
 9. The Contractor's Environmental Consultant must prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 Soil Cleanup Objectives, and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data must also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to OEGS for review and approval prior to any soil reuse or disposal activities.
 10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and must be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.
 11. The Contractor must contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing must be included in the bid price of this Item.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples must be measured as the number of sets of samples that are tested. A set will be defined as one (1) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2(1)(B)(4).

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits, and any other incidentals necessary to complete the work as specified herein for in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C2	In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters	Set

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soils will be defined as any materials excavated below the pavement and base for pavement.

The Contractor must 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 must supply all equipment, material and labor required to conduct the specified work under this section.

The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. The City must be listed in the disposal documents as the waste generator.

The Contractor must 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 must be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an independent Environmental Consultant, meeting the requirements specified in Section 8.01 C1. The independent Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

All work under Item 8.01 H must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEGS.

B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a MHP. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.
4. Identification of the Contractor's proposed waste transporter(s). This information must include:
 1. Name and Waste Transporter Permit Number
 2. Address
 3. Name of responsible contact for the waste transporter

4. Telephone number for the contact
5. All necessary permit authorizations for each type of waste transported
6. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State-approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:
 - a. General Information
 7. Facility name and the USEPA identification number
 8. Facility location
 9. Name of responsible contact for the facility
 10. Telephone number for contact
 11. Signed letter of agreement to accept waste as specified in this contract. The letter must 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.
 12. Unit of measure utilized at disposal facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor must provide the date of the proposed facility's last compliance inspection under RCRA.
 - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.

9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

- A. The Contractor must provide containers as specified in the USDOT regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 H.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of hazardous soil the Contractor must:
 - a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers must be labeled as hazardous soil while being held for disposal; or
 - b. If interim stockpiling is required, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

5. Provide and operate field organic vapor test equipment, a PID or a FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General

- a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.
- b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEGS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.
- c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.
- d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
- e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- h. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
- i. The Contractor must provide waste profile forms to OEGS for review and approval before transporting hazardous soil to the approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be 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 must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.

- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
 - e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
 - f. The Contractor must develop, document, and implement a policy for accident prevention.
 - g. The Contractor must not combine hazardous materials from other projects with material from this project.
 - h. No material will be transported until approval by the Engineer is obtained.
3. Off-Site Disposal
- a. The Contractor must use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
 - b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
 - c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
 - d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
 - e. The Contractor must 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 must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
 - f. The Contractor must submit all results and weights to the Engineer.
 - g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee program. The Contractor must submit a copy of proof of payment to the Engineer and OEGS.

4. Equipment and Vehicle Decontamination

- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
- b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

8.01 H.4 METHOD OF MEASUREMENT

Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H1.3.B, that are capable of generating load tickets.

8.01 H.5 PRICE TO COVER

- B. The unit bid price bid per ton for Item 8.01 H will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.
- B. Final disposal of contaminated soil will be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils. Disposal of decontamination water will 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 will be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 H	Handling, Transporting, and Disposal of Hazardous Soil	Tons

ITEM 8.01 S HEALTH AND SAFETY

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct the Contractor's work in a safe manner. The Contractor must implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in OSHA Standards 1910.120 and 1926.650-652. The Contractor must ensure that all workers have at a minimum hazard awareness training. The Contractor must segregate contaminated work area in secured exclusion zones. These zones must limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone must 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. In addition, the Contractor must protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP must be signed off by a Certified Industrial Hygienist and reviewed and approved by OEGS.

Work must 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 must retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil and water sampling, and health and safety services.

4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must 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 must 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 must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant must provide site specific training.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must 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 must submit a written HASP, as specified herein, to OEGS for review and approval. The written HASP must be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor must make all necessary revisions required by OEGS and resubmit the HASP to OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by OEGS.
2. Daily safety logs must be maintained by the Contractor and must be submitted to the Engineer either on request or on completion of the work. Training logs must be maintained by the Contractor and submitted to the Engineer either on request or on completion of the work. Daily logs on air monitoring during excavation activities must be prepared and maintained by the Contractor and submitted to the Engineer either on request or upon completion of the work.
3. A closeout report must be submitted by the Contractor to the Engineer upon completion of the work within the defined exclusion zones. This report must summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report must carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
4. Medical Surveillance Examinations: The Contractor must submit to the Engineer 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) must be provided to the Engineer for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents must be reported to the Engineer.

D. Health and Safety Plan

The HASP must comply with OSHA regulations 29 CFR 1910.120/1926.65. This document must 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 prevention and control, as well as spill reporting procedures
14. Dust control, vapor/odor suppression procedures
15. Identification of the nearest hospital and route
16. Confined space procedures
17. 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 will include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid will 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 will be included in the price of this item. Disposal of decontamination fluid will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- E. Spill Control
 - 1. Payment will 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 will 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 will 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 NYSDOH Community Air Monitoring Plan (CAMP) may be used as guidance.
- G. Vapor/Odor Suppression

Payment will 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 will include the following, 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 will 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 must consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor must 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 sewer system or removing contaminated water for off-site disposal. The Contractor must be responsible to choose a method compatible to the construction work and will 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 must 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 must at a minimum provide documentation to OEGS demonstrating the minimum requirements as set forth below:

1. The Specialist must 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 must 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 DDC.
3. The Specialist must 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 must 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 must 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 must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist will be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must 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 must 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 must 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 sewer system, the Contractor must ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (NYCDEP) Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by NYCDEP. 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 must submit to OEGS for review and approval, a Water Handling Plan (WHP). The WHP must be approved by OEGS prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the sewer or off-site disposal). The Contractor must 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 sewer or off-site disposal), the WHP must include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City sewers.

1. Regulations: The Contractor must comply with all applicable regulations. This includes but may not be limited to:
Title 15-New NYCDEP 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 (NYCDEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor must comply with NYSDEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, NYCDEP.
3. The WHP for this portion of the work must include the following at a minimum:
 - a. Identification and design of Contractor's proposed treatment to assure that the water meets the NYCDEP 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 must supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment must 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 NYCDEP Sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
 - e. The Contractor will be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the NYSDEC.
 - f. Disposal of Treatment Media
 - (1) The Contractor will be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
 - (2) The Contractor must provide the Engineer with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.
 - (3) **Disposal of treatment media will not be considered as a separate pay item; instead it will be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

- 1. Regulations: The Contractor must 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 must be submitted to the Engineer prior to initiating any off-site disposal:
 - a. (1) Name and waste transporter permit number

- (2) Address
 - (3) Name of responsible contact for the waste transporter
 - (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 USEPA 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 must also be noted.
- e. The Contractor must 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 must identify the capacity available in the units and the capacity reserved for the subject waste.
- f. The Contractor must 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 must be submitted. The source and nature of the cause of violation must be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program must 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 must be as required in DOT regulations.
4. Execution
- a. General
- (1) The Contractor must organize and maintain the material shipment records/manifolds required by Federal, State and Local laws. The Contractor must include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.

- (2) The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule must be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor must inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor must obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter must 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 must 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 must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor is 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 must not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- (2) The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must 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 Engineer and must be resolved by the Contractor to the satisfaction of the Engineer.
- (3) The Contractor will be responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup must be accomplished at the Contractor's expense.
- (4) The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor must 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 NYSDEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the Engineer at no additional cost to the City.
- (6) The Contractor must develop, document, and implement a policy for accident prevention.
- (7) The Contractor must not combine waste materials from other projects with material from this project.
- (8) The Contractor must obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.

(9) No material must be transported until approved by the Engineer.

c. Disposal Facilities

(1) The Contractor must use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions must not be permitted without prior written approval from OEGS, and, if approved, must be at no extra cost to the City.

(2) The Contractor will 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 City 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 the Contractor's 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 Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

(1) The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work will 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 will be on a per day basis.

8.01 W1.4 PRICE TO COVER

A. The per day price bid for Item 8.01 W1 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.

B. The Contractor will not be paid for water that is within the NYCDEP 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 will 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 NYCDEP Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the Engineer-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities must be included in the bid price of this Item.
2. All sampling and testing must be conducted by a person trained in sampling protocols using accepted standard practices and/or the NYSDEC sampling guidelines and protocols.
3. All sample containers must be marked with legible sample labels which must 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 must be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor must maintain a bound sample log book. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, as a minimum, must 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 must 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 NYSDOH'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 Engineer 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 will 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 will be measured as the number of sets of samples that are tested for the NYCDEP Sewer Effluent Limit concentrations. A set will be defined as one (1) representative sample analyzed for the full range of NYCDEP parameters as specified in Attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water will be included in the bid price of this Item.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 W2	Sampling and Testing of Contaminated Water	Set

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ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO SEWER

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTEWATER TREATMENT**

Limitations for Effluent to Sanitary or Combined Sewers

Parameter ¹	Daily Limit	Units	Sample Type	Monthly Limit
Non-polar material ²	50	mg/l	Instantaneous	---
pH	5-11	SU's	Instantaneous	---
Temperature	< 150	Degree F	Instantaneous	---
Flash Point	> 140	Degree F	Instantaneous	---
Cadmium	2	mg/l	Instantaneous	---
	0.69	mg/l	Composite	---
Chromium (VI)	5	mg/l	Instantaneous	---
Copper	5	mg/l	Instantaneous	---
Lead	2	mg/l	Instantaneous	---
Mercury	0.05	mg/l	Instantaneous	---
Nickel	3	mg/l	Instantaneous	---
Zinc	5	mg/l	Instantaneous	---
Benzene	134	ppb	Instantaneous	57
Carbontetrachloride	---	---	Composite	---
Chloroform	---	---	Composite	---
1,4 Dichlorobenzene	---	---	Composite	---
Ethylbenzene	380	ppb	Instantaneous	142
MTBE (Methyl-Tert-Butyl-Ether)	50	ppb	Instantaneous	---
Naphthalene	47	ppb	Composite	19
Phenol	---	---	Composite	---
Tetrachloroethylene (Perc)	20	ppb	Instantaneous	---
Toluene	74	ppb	Instantaneous	28
1,2,4 Trichlorobenzene	---	---	Composite	---
1,1,1 Trichloroethane	---	---	Composite	---
Xylenes (Total)	74	ppb	Instantaneous	28
PCB's (Total) ³	1	ppb	Composite	---
Total Suspended Solids (TSS)	350 ⁴	mg/l	Instantaneous	---
CBOD ⁵	---	---	Composite	---
Chloride ⁵	---	---	Instantaneous	---
Total Nitrogen ⁵	---	---	Composite	---
Total Solids ⁵	---	---	Instantaneous	---

1 All handling and preservation of collected samples and laboratory analyses of samples must be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the

pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses must be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- 2 Analysis for *non-polar materials* must be done by USEPA method 1664 Rev. A. Non-Polar Material will mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the USEPA will prescribe, by silica gel absorption.
- 3 Analysis for PCBs is required if *both* conditions listed below are met:
 - 1) if proposed discharge $\geq 10,000$ gpd;
 - 2) if duration of a discharge > 10 days.Analysis for PCBs must be done by USEPA method 608 with MDL= ≤ 65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 4 For discharge $\geq 10,000$ gpd, the TSS limit is 350 mg/l. For discharge $< 10,000$ gpd, the limit is determined on a case by case basis.
- 5 Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge $\geq 10,000$ gpd.

ATTACHMENT 2: APPLICABLE REGULATIONS

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. 6 NYCRR 375-6 - NYSDEC Remedial Program Soil Cleanup Objectives
3. 6 NYCRR 360-1 NYSDEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, USEPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / USEPA 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 must be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

ATTACHMENT 3: DEFINITIONS

Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sewer Effluent limits.

Disposal or Treatment Facility: A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

Exclusion Zone: Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.

Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

Health and Safety Plan: A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.

PCBs: Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

Photoionization Detector: A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.

Total Petroleum Hydrocarbons: An analytical procedure used to determine the total amount of petroleum compounds in a material.

UI - PAGES**UTILITY INTERFERENCES SECTION**

NOTICE

The PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

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UTILITY INTERFERENCES (UI) SECTION

DATED: November 18, 2020

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. “UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities” (Pages UI-3 through UI-11).
 - B. Schedule U-1 (Page UI-13).
 - C. Schedule U-2 (Pages UI-14 through UI-30).
 - * Consolidated Edison – Pages UI-14 through UI-23
 - * Verizon – Pages UI-24 through UI-30
 - D. Schedule U-3 Page UI-31 (as per the Private Utilities reference document for UI SECTION called “CET SPECIFICATIONS AND SKETCHES”, dated November 2010), Verizon Test Pits page UI-33 in this Section UI-Pages; and,
 - E. Utility drawings (11 Sheets) consisting of:
 - * Con Edison– General notes and conditions for utility work (1 sheet)
 - * Con Edison– Conduit and Duct Occupancy Plate (3 sheets)
 - * Con Edison– Steam Mains and Service Plate (1 sheet)
 - * Con Edison– Gas Mains and Services (1 sheet)
 - * Con Edison– Proposed Capital Plan (1 sheet)
 - * Con Edison– CET 700, CET802A, CET 802B & Test Pits (1 sheet)
 - * Verizon/Empire City Subway– Existing facilities Plan (2 sheets)
 - * Verizon/Empire City Subway– New Facilities
 All eleven (11) drawings are attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various Paragraphs under UI Section:
 - A. UI Section, Paragraph 4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty

contractors retained by the Company. Thus, the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.

- B. UI Section, Paragraph 2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. UI Section informs the Contractor that the City has entered into an Interference Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Section, a sample of the Utility Agreement letter as executed by the Companies is annexed on page UI-12, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with New York City Department of Design and Construction (DDC).
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to UI Section, Paragraph 4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. UI Section, Paragraph 14, provides that the provisions of UI Section are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in UI Section are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

Pursuant to this Section, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Utility Interferences Section - Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated August 1, 2015; and/or Articles 10.15 through 10.18 of the Standard Sewer and Water Main Specifications of the New York City Department of Environmental Protection, Dated July 1, 2014; as applicable, are amended and will be implemented as follows:

1. *Pre-engineering:*

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Schedule U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. *Means and methods for City work:*

a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The Contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.

b) In areas serviced by overhead lines on poles carrying electric, telecommunication and cable system, the Contractor understands and by bidding for this contract agrees that he/she has reviewed the schedule of estimated quantities by type of interference expected to be encountered within the limits of this project and that he/she will be required to perform the public work in the presence of these overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence, he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking

them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. *Field inspection prior to construction:*

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the Contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the Contractor. The Contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also, such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, delay, lost profit, increased overhead, or any other impact costs which are deemed to be included in cost agreement between the Contractor and private utility company affected by such work. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor, through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not within the competence of general construction contractors.

5. Interference Agreement:

a) The Companies have provided estimate of the quantity of each type of interferences expected to be encountered in the contract in Schedule U-2. The parties may negotiate an Interference Agreement in any format or manner they deem fit based on quantities and types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.

b) Furthermore, in Schedule U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based on an Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Schedule U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. City contract work to continue without Interference Agreement:

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City will issue to private utility company (ies) in a written "48 Hours' notice to Public Corporation" in accordance with the Administrative Code of the City of New York. Construction will then proceed as ordered and the Contractor will be directed by the Resident Engineer (RE) to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and will provide copies of this information to the other party daily for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and the Contractor. If the Contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Construction Assistant Commissioner.

- a) Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the Contractor and the utility companies. These certified records may be used by the Contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The Contractor will be required to perform City work while invoices are submitted by the Contractor to the utility companies for payment within 30 days, or while compensation disputes between the Contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
- b) All issues related to utility work and/or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions or delay claims against the City. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
- c) The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
- d) The Contractor will notify the Resident Engineer when utility capital work not specified in Schedule U-2 and/or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of Construction who will recommend to the DDC Deputy Commissioner regarding the issuance of a "48 Hours' notice to Public Corporation" to the concerned utility company as authorized by the New York City Administrative Code Section 19-143 and/or Section 24-521 as applicable.
- e) Utility delays caused by utility capital work not listed in Schedule U-2 and/or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or is disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the Contractor may seek damages from the responsible utility company (ies).

7. Extra utility work with Interference Agreement:

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

- a) Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
- b) Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph 6, above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
- c) Advise the Contractor and the City in writing that it intends to perform the necessary utility work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the company.
- d) Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph 6, including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

8. Means and Methods for utility work:

Upon receipt of the Company's determination pursuant to Paragraphs 7.b, or 7.d, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its

proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this Section.

9. *Disputed utility work covered by an interference agreement:*

The City Work will continue as described in Paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event, is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records that is not certified by DDC. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

10. *Arbitration of utility work:*

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

- b) No later than seven days prior to the first arbitration hearing, Company and the Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in Paragraph 9.
- c) The arbitration shall be conducted and concluded in two days.
- d) On the morning of the first day of the arbitration, the Contractor and/or representatives shall have 3 ½ hrs. to make a presentation of its claim to the arbitrator. During its presentation, the Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. The Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- e) Company and/or its representatives shall have two hours to ask the Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask the Contractor questions about its claim and its presentation.
- f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- g) The Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either

party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.

l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are

third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

“STANDARD UTILITY LETTER OF AGREEMENT”

Eric MacFarlane, P.E.
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 Mr. MacFarlane:

This letter is to certify that _____, has requested the inclusion of the attached “Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility.” The company agrees to abide by the terms of this UI Section at the company’s own expenses due to their facilities interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CONSOLIDATED EDISON	O'NEIL WRIGHT	212-460-3870
VERIZON	AUBREY MAKHANLALL	516-758-3750

SCHEDULE U-2

UTILITY INTERFERENCE

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON**HWPLZ015M**
PERSHING SQUARE EAST RECONSTRUCTION

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)	EA	7
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .2)	EA	3
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .3)	EA	2
CET 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .4)	EA	2
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA	8
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA	7
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA	3
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONS (INVERT DEPTH 4'-6" TO 5' FOR TYPE 2 OR UP TO 5'-6" FOR TYPE 3)	LF	99
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	2
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING	CY	5
CET 330E-A.2	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING(TYPE .2)	LF	50
CET 400	TEST PITS FOR UTILITY FACILITIES	CY	26
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	CY	15
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	LF	1,200
CET 402.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT	LF	180
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	SF	250
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1)	CRHRS	3

UTILITY INTERFERENCE

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISONHWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2)	CRHRS	652
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3)	CRHRS	630
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF	2,544
CET 601.1	INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)	LF	2,290
CET 601.2	INSTALL CONDUIT IN PAVED AREA (2 EA. 4" OR 5" CONDUIT - ALL TYPES)	LF	95
CET 601.5	INSTALL CONDUIT IN PAVED AREA (8 EA. 4" OR 5" CONDUIT - ALL TYPES)	LF	180
CET 636 ED RD	ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (30" TO UNDER 34" WIDTH)	EA	8
CET 636 Eh SW	ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (75" TO UNDER 125" WIDTH)	EA	1
CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	CY	25
CET 636 RS	STRUCTURAL REPAIR TO UTILITY STRUCTURES	CY	25
CET 638N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	CY	16
CET 638R	BREAK OUT AND REMOVE UTILITY STRUCTURE	CY	15
CET 700	SPECIAL MOD. OF WORK METHODS TO ACCOMM./ PROTECT U.G. FACILITIES WITH LIMITED COVER	CY	5,300
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES	LF	200
CET 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EA	2
CET 802A	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS	SF	1,200
CET 802B	SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS	LF	375

UTILITY INTERFERENCE

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FOR CONSOLIDATED EDISON
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PERSHING SQUARE EAST RECONSTRUCTION

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 1012V	12" VERTICAL OR ROLLED WATER MAIN OFFSET	EA	1

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION

CET 100.1	<p>UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .1)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. and E 41 St. East Park Ave. and E 42 St. East E. 41 St. and Park Ave. East Int.</p> <p>Total Quantity for CET 100.1 = 7</p>	EA
CET 100.2	<p>UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .2)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. and E 41 St. East</p> <p>Total Quantity for CET 100.2 = 3</p>	EA
CET 100.3	<p>UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .3)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. and E. 41 St. East Int. E. 41 St. and Park Ave. East Int.</p> <p>Total Quantity for CET 100.3 = 2</p>	EA
CET 100.4	<p>UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TESTPIT (TYPE .4)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. and E 41 St. East</p> <p>Total Quantity for CET 100.4 = 2</p>	EA
CET 108.1	<p>UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. 35' N/N/C E. 41 St. N/Int. E. 41 St. and Park Ave. N/Int. E. 41 St. and Park Ave. East 22' W/E/C Park Ave. N/C E. 41 St. East Int. 14' W/E/C Park Ave. East, 6' S/N/C E. 41 St. East Int. 20' E/W/C Park Ave. West, 11' S/N/C E. 41 St.</p> <p>Total Quantity for CET 108.1 = 8</p>	EA

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION

CET 108.2	<p>UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)</p> <p><i>At the following locations:</i></p> <p>S/O Int. E. 41 St. and Park Ave. East N/Int. E. 41 St. and Park Ave. N/Int. E. 41 St. and Park Ave. East 21' E/E/C Park Ave. 5' S/N/C E. 41 St. 37' N/N/C E. 30' W/E/C Park Ave. N/Int. E. 41 St. and Park Ave.</p> <p>Total Quantity for CET 108.2 = 7</p>	EA
CET 108.3	<p>UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)</p> <p><i>At the following locations:</i></p> <p>Int. E. 41 St. and Park Ave. East Int. 20' E/W/C Park Ave. West, 11' S/N/C E. 41 St.</p> <p>Total Quantity for CET 108.3 = 3</p>	EA
CET 200.1	<p>EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTIONS (INVERT DEPTH 4'-6" TO 5' FOR TYPE 2 OR UP TO 5'-6" FOR TYPE 3)</p> <p><i>At the following locations:</i></p> <p>Park Ave. and E. 41 St. East Park Ave. and E 42 St. East</p> <p>Total Quantity for CET 200.1 = 99</p>	LF
CET 225.1A	<p>INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES</p> <p><i>At the following locations:</i></p> <p>E 41 St. W/ Park Ave. Park Ave. S/ E. 41 St.</p> <p>Total Quantity for CET 225.1A = 2</p>	EA
CET 300	<p>SPECIAL CARE EXCAVATION AND BACKFILING</p> <p><i>At the following locations:</i></p> <p>N/Int. E. 41 St. and Park Ave. East</p> <p>Total Quantity for CET 300 = 5</p>	CY

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION

CET 330E-A.2	SUPPORT & PROTECT ELEC, GAS & STEAM FAC. DURING EXCAVATION OF CITY TRENCH WHEN FAC. LIE W/IN TRENCH LIMITS W/O SHEETING(TYPE .2) <i>At the following locations:</i> N/Int. E. 41 St. and Park Ave. East Total Quantity for CET 330E-A.2 = 50	LF
CET 400	TEST PITS FOR UTILITY FACILITIES <i>At the following locations:</i> Park Ave. and E 41 St. East Park Ave. and E. 41 St. West Park Ave. and E. 42 St. East Total Quantity for CET 400 = 26	CY
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES <i>At the following locations:</i> E 41 St. W/ Park Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 401 = 15	CY
CET 402.2	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT <i>At the following locations:</i> E 41 St. W/ Park Ave. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 402.2 = 1,200	LF
CET 402.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION W/O CONCRETE ENCASEMENT <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 402.V2 = 180	LF

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION**

CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 403 = 250	SF
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SIZE SURVEY CREW PERFORMING TYPICAL SURVEY FUNCTIONS (TYPE .1) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total Quantity for CET 450.1 = 3	CRHRS
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .2) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total Quantity for CET 450.2 = 652	CRHRS
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS (TYPE .3) <i>At the following locations:</i> As Encountered and Directed By A Con Edison Representative Total Quantity for CET 450.3 = 630	CRHRS
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) <i>At the following locations:</i> S/O E. 41st St. and Park Avenue East S/O E. 41st St. and Park Avenue East Park Avenue East Bet. E. 40th St. and E. 41st. St. South Int. Park Avenue and E. 41st. St. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE Total Quantity for CET 500 = 2,544	LF

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION

CET 601.1	<p>INSTALL CONDUIT IN PAVED AREA (1 EA. 2", 4" OR 5" CONDUIT - ALL TYPES)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. Between E. 40 St. and E42 St. Int. E. 41 St. and Park Ave. South Int. Park Ave. Bet. E 41 St. and E. 42 East Int. E. 42 St. and Park Ave. East</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 601.1 = 2,290</p>	LF
CET 601.2	<p>INSTALL CONDUIT IN PAVED AREA (2 EA. 4" OR 5" CONDUIT - ALL TYPES)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. Between E. 40 St. and 41 St.</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 601.2 = 95</p>	LF
CET 601.5	<p>INSTALL CONDUIT IN PAVED AREA (8 EA. 4" OR 5" CONDUIT - ALL TYPES)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">Park Ave. Between E. 41 St. and 42 St.</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 601.5 = 180</p>	LF
CET 636 ED RD	<p>ADJUSTMENT OF UTILITY HARDWARE IN ROADWAY (30" TO UNDER 34" WIDTH)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">As Encountered and Directed By A Con Edison Representative</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 636 ED R = 8</p>	EA
CET 636 Eh SW	<p>ADJUSTMENT OF UTILITY HARDWARE IN SIDEWALK (75" TO UNDER 125" WIDTH)</p> <p><i>At the following locations:</i></p> <p style="padding-left: 40px;">As Encountered and Directed By A Con Edison Representative</p> <p>AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 636 Eh S = 1</p>	EA

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION**

CET 636 RM	REBUILDING & MODIFICATIONS OF UTILITY STRUCTURE	CY
	<i>At the following locations:</i>	
	As Encountered and Directed By A Con Edison Representative	
	AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total Quantity for CET 636 RM = 25	
CET 636 RS	STRUCTURAL REPAIR TO UTILITY STRUCTURES	CY
	<i>At the following locations:</i>	
	As Encountered and Directed By A Con Edison Representative	
	AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total Quantity for CET 636 RS = 25	
CET 638N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	CY
	<i>At the following locations:</i>	
	N/Int. E. 41 St. and Park Ave.	
	N/Int. E. 42 St. and Park Ave.	
	Total Quantity for CET 638N = 16	
CET 638R	BREAK OUT AND REMOVE UTILITY STRUCTURE	CY
	<i>At the following locations:</i>	
	As Encountered and Directed By A Con Edison Representative	
	AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE	
	Total Quantity for CET 638R = 15	
CET 700	SPECIAL MOD. OF WORK METHODS TO ACCOMM./ PROTECT U.G. FACILITIES WITH LIMITED COVER	CY
	<i>At the following locations:</i>	
	As Shown On Contract Drawings and Directed By A Con Edison Rep.	
	AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY A CON EDISON REP.	
	Total Quantity for CET 700 = 5,300	
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC, UP TO AND INCL. 12" DIAMETER PIPES	LF
	<i>At the following locations:</i>	
	As Encountered and Directed By A Con Edison Representative	
	Total Quantity for CET 710.1 = 200	

CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
HWPLZ015M
PERSHING SQUARE EAST RECONSTRUCTION

CET 781	<p>REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS</p> <p><i>At the following locations:</i></p> <p>As Encountered and Directed By A Con Edison Representative AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 781 = 2</p>	EA
CET 802A	<p>SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW SIDEWALKS</p> <p><i>At the following locations:</i></p> <p>As Shown On Contract Drawings and Directed By A Con Edison Rep. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 802A = 1,200</p>	SF
CET 802B	<p>SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS</p> <p><i>At the following locations:</i></p> <p>As Shown On Contract Drawings and Directed By A Con Edison Rep. AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 802B = 375</p>	LF
CET 1012V	<p>12" VERTICAL OR ROLLED WATER MAIN OFFSET</p> <p><i>At the following locations:</i></p> <p>As Encountered and Directed By A Con Edison Representative AS ENCOUNTERED AND DIRECTED BY A CON EDISON REPRESENTATIVE</p> <p>Total Quantity for CET 1012V = 1</p>	EA

UTILITY INTERFERENCES (UI) SECTION WORKSHEET
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR EMPIRE CITY SUBWAY
BOROUGH OF MANHATTAN

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	2
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	3
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	3
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	9
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	7
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	80
CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	2
CET 304A	FURNISH, DELIVER & INSTALL CONCRETE ROAD BASE	C.Y.	32
CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS	27
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.	35
CET 400	TEST PITS	C.Y.	10
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	158
CET 402T.1A	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.	385
CET 402T.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT.	L.F.	110
CET 402T.2A	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	850
CET 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	682
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	20
CET 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	50
CET 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL OR GREATER THAN FIVE FEET.	C.Y.	15
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: EXCAVATIONS DUE TO CABLE FAILURES, INCLUDING EMERGENCY TYPE EXCAVATIONS, CONSTRUCT MANHOLE ENCLOSURES, INSTALLING SUPPORT SYSTEM FOR UTILITY FACILITIES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES, ETC.	Crhrs.	233
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	80
CET 601.2	INSTALL 2 EA. 2", 4" OR 5" CONDUITS (ALL TYPES) IN PAVED AREA	L.F.	100
CET 601.5	INSTALL 8 EA. 4" OR 5" CONDUITS (ALL TYPES) IN PAVED AREA	L.F.	100

UTILITY INTERFERENCES (UI) SECTION WORKSHEET
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR EMPIRE CITY SUBWAY
BOROUGH OF MANHATTAN

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 636 EG	ADJUSTMENT OF UTILITY HARWARE (41" TO UNDER 75" WIDTH)	EA.	4
CET 638 NT	FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURE	C.Y.	1
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES	C.Y.	1
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.	150
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.	20
CET 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (ASPHALT ROADWAY)	L.F.	50

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION
BOROUGH OF MANHATTAN

CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	2
	Total quantity for CET 100.1 = 2	
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.
	At the following locations:	
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	1
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	2
	Total quantity for CET 100.2 = 3	
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.
	At the following locations:	
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	1
	S/S OF E. 41ST STREET, E/O PARK AVENUE EAST	1
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1
	Total quantity for CET 100.3 = 3	
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	W/S OF PARK AVENUE WEST, N/O E. 41ST STREET	1
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	4
	W/S OF PARK AVENUE EAST, N/O E. 41ST STREET	1
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	3
	Total quantity for CET 108.1 = 9	
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	4
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	1
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	2
	Total quantity for CET 108.2 = 7	
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.
	At the following locations:	
	S/S OF E. 41ST STREET, E/O PARK AVENUE EAST	55
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	25
	Total quantity for CET 200.1 = 80	

10/23/2020

HWPLZ015M - Empire City Subway CET Scope (10-23-20) - SCOPE OF WORK

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION
BOROUGH OF MANHATTAN

CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	E/S PARK AVENUE EAST, S/O E. 42ND STREET	2
	Total quantity for CET 225.1A = 2	
CET 304A	FURNISH, DELIVER & INSTALL CONCRETE ROAD BASE	C.Y.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	8
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	14
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	10
	Total quantity for CET 304A = 32	
CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	7
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	12
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	8
	Total quantity for CET 305 = 27	
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	15
	E/S OF PARK AVENUE EAST, S/O E. 42ND STREET	10
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	10
	Total quantity for CET 330T = 35	
CET 400	TEST PITS	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	10
	Total quantity for CET 400 = 10	
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	41
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	80
	E/S OF PARK AVENUE EAST, S/O E. 42ND STREET	37
	Total quantity for CET 401 = 158	

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION
BOROUGH OF MANHATTAN

CET 402T.1A	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	385
	Total quantity for CET 402T.1A = 385	
CET 402T.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASMENT.	L.F.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	110
	Total quantity for CET 402T.V1A = 110	
CET 402T.2A	EXISTING OCCUPIED NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	150
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	700
	Total quantity for CET 402T.2A = 850	
CET 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.
	At the following locations:	
	INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST	50
	N/S OF E. 41ST STREET, E/O PARK AVENUE EAST	500
	E/S OF PARK AVENUE EAST, S/O E. 42ND STREET	132
	Total quantity for CET 402T.V2A = 682	
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	20
	Total quantity for CET 403 = 20	
CET 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	50
	Total quantity for CET 405.1 = 50	

10/23/2020

HWPLZ015M - Empire City Subway CET Scope (10-23-20) - SCOPE OF WORK

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION
BOROUGH OF MANHATTAN

CET 405.2	<p>TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL OR GREATER THAN FIVE FEET, REQUIRING SHEETING</p> <p>At the following locations:</p> <p>AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE</p> <p>Total quantity for CET 405.2 = 15</p>	<p>C.Y.</p> <p>15</p>
CET 450.3	<p>CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: EXCAVATIONS DUE TO CABLE FAILURES, INCLUDING EMERGENCY TYPE EXCAVATIONS, CONSTRUCT MANHOLE ENCLOSURES, INSTALLING SUPPORT SYSTEM FOR UTILITY FACILITIES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES, ETC.</p> <p>At the following locations:</p> <p>INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST N/S OF E. 41ST STREET, E/O PARK AVENUE EAST</p> <p>Total quantity for CET 450.3 = 233</p>	<p>Crhrs.</p> <p>83 150</p>
CET 500	<p>REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)</p> <p>At the following locations:</p> <p>INTERSECTION OF E. 41ST STREET AND PARK AVENUE EAST E/S OF PARK AVENUE EAST, N/O E. 41ST STREET N/S OF E. 41ST STREET, W/O PARK AVENUE WEST</p> <p>Total quantity for CET 500 = 80</p>	<p>L.F.</p> <p>60 10 10</p>
CET 601.2	<p>INSTALL 2 EA. 2", 4" OR 5" CONDUITS (ALL TYPES) IN PAVED AREA</p> <p>At the following locations:</p> <p>AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE</p> <p>Total quantity for CET 601.2 = 100</p>	<p>L.F.</p> <p>100</p>
CET 601.5	<p>INSTALL 8 EA. 4" OR 5" CONDUITS (ALL TYPES) IN PAVED AREA</p> <p>At the following locations:</p> <p>AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE</p> <p>Total quantity for CET 601.5 = 100</p>	<p>L.F.</p> <p>100</p>
CET 636 EG	<p>ADJUSTMENT OF UTILITY HARWARE (41" TO UNDER 75" WIDTH)</p> <p>At the following locations:</p> <p>ALONG PARK AVENUE EAST BETWEEN E. 41ST STREET AND E. 42ND STREET E/S OF PARK AVENUE EAST, S/O E. 42ND STREET AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE</p> <p>Total quantity for CET 636 EG = 4</p>	<p>EA.</p> <p>2 1 1</p>

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
HWPLZ015M - PERSHING SQUARE
EAST RECONSTRUCTION
BOROUGH OF MANHATTAN

CET 638 NT	FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURE	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1
	Total quantity for CET 638 NT = 1	
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1
	Total quantity for CET 638 R = 1	
CET 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK	S.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	150
	Total quantity for CET 802A = 150	
CET 802B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	20
	Total quantity for CET 802B = 20	
CET 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (ASPHALT ROADWAY)	L.F.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	50
	Total quantity for CET 803.2 = 50	

SCHEDULE U-3

(NO TEXT IN THIS SECTION)

TEST PITS

- (1) THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.**

- (2) DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.**

- (3) RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.**

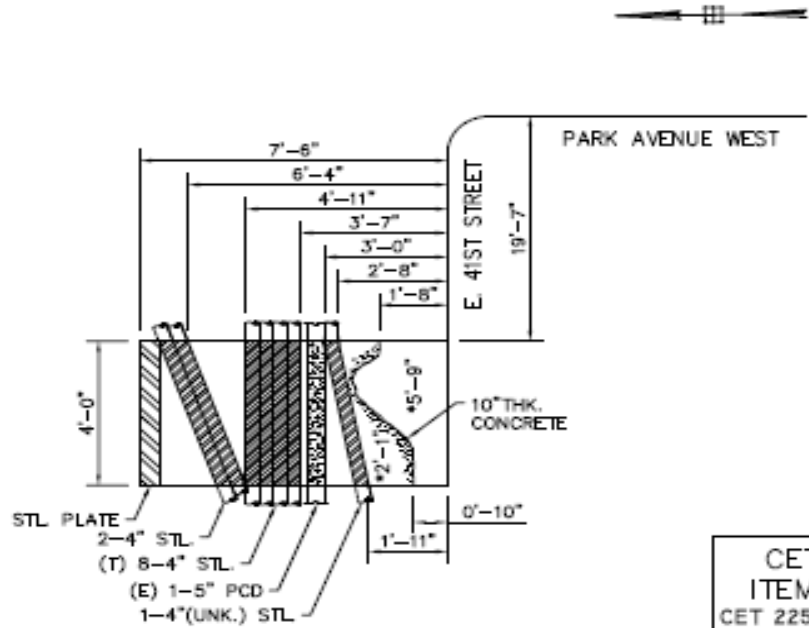
(NO TEXT IN THIS SECTION)



JOB NO.: HWPLZ015M
 JOB: FINAL DESIGN SERVICES FOR PERSHING
 SQUARE EAST RECONSTRUCTION, MANHATTAN

TEST PIT #: 1
 TP DATE: 01/06/20
 INSPECTOR: PM

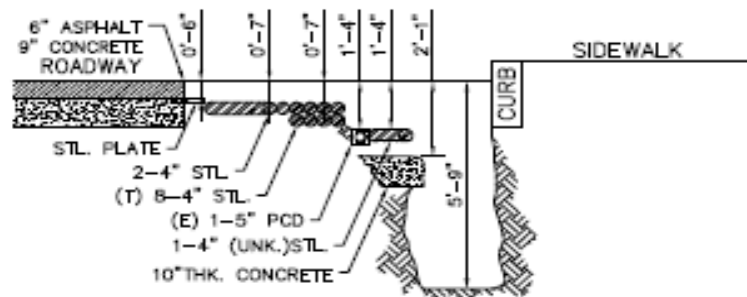
LOCATION: S/S OF E. 41ST STREET, W/O PARK AVENUE WEST
 PURPOSE: LOCATE EXISTING UNDERGROUND FACILITIES
 DIMENSION: 7'-6" X 4'-0" X 1'-8" VOLUME: 1.9 CY SHEET NO. 1 OF 1



NOTE:
 1. ALL DRAWINGS SHOWING UTILITY
 SUPPORT AND PROTECT WORK ARE
 FOR REFERENCE ONLY.

PLAN

CET ITEMS	
CET 225.1A	
CET 304A	
CET 305	
CET 401	
CET 402T.2A	
CET 402T.V2A	



SECTION LOOKING EAST

END OF UI-PAGES

THE UI-PAGES CONSIST OF THIRTY-FOUR (34) PAGES AND
ELEVEN (11) SHEETS OF PRIVATE UTILITY DRAWINGS ARE
ATTACHED TO THE CONTRACT PLANS

(NO TEXT ON THIS PAGE)



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: HWPLZ015M

**PERSHING SQUARE EAST RECONSTRUCTION
PARK AVENUE EAST
FROM E. 41ST STREET TO E. 42ND STREET
INCLUDING STREETSAPING, STORM SEWER, WATER MAIN,
STREET LIGHTING, AND TRAFFIC SIGNAL WORK**

***TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK***

_____ *Contractor*

Dated _____, 20____
